

NOTICE – EQUITY SHAREHOLDERS**INOX LEISURE LIMITED**

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 Website : www.inoxmovies.com email : investors@inoxmovies.com
 CIN No.: L92199GJ1999PLC044045

**NOTICE OF MEETING OF THE EQUITY SHAREHOLDERS (WHICH INCLUDES PUBLIC SHAREHOLDERS)
OF INOX LEISURE LIMITED**

(Convened pursuant to the order dated 20th July, 2018 passed by the National Company Law Tribunal Bench, at Ahmedabad)

MEETING:

Day	Friday
Date	August 31, 2018
Time	11:00 a.m.
Venue	Maple Hall, Hotel Express Residency, 18/19, Alkapuri Society, Vadodara – 390 007, Gujarat, India

POSTAL BALLOT AND E-VOTING:

Start Date and Time	August 1, 2018, Wednesday at 9:00 a.m.
Last Date and Time	August 30, 2018, Thursday at 5:00 p.m.

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FORM NO. CAA 2

[Pursuant to Section 230 (3) and rule 6 and 7]]

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL BENCH, AT AHMEDABAD
CA (CAA) NO. 79/230-232/NCLT/AHM/2018**

In the matter of Companies Act, 2013;

AND

In the matter of Sections 230 to 232 and other applicable provisions
of the Companies Act, 2013 as amended and including any
statutory modifications(s) or re-enactment(s) thereof;

AND

In the matter of Scheme of Amalgamation (Merger by Absorption)
of

SWANSTON MULTIPLEX CINEMAS PRIVATE LIMITED

("Transferor Company")

WITH

INOX LEISURE LIMITED

("Transferee Company")

AND THEIR RESPECTIVE SHAREHOLDERS

INOX LEISURE LIMITED

(CIN: L92199GJ1999PLC044045)

A Listed Company incorporated under the provisions of
the Companies Act, 1956 having its Registered Office at

ABS Towers, Old Padra Road, Vadodara – 390 007, Gujarat, India. } Applicant Company

NOTICE CONVENING THE MEETING OF THE EQUITY SHAREHOLDERS (WHICH INCLUDES PUBLIC SHAREHOLDERS) OF INOX LEISURE LIMITED

To

The Equity Shareholders of INOX Leisure Limited ("the Applicant Company" or "the Transferee Company")

NOTICE is hereby given that by an order made on 20th July, 2018 in the above mentioned Company Application CA (CAA) NO. 79/ 230-232/ NCLT/AHM/2018 (the "Order"), the Hon'ble National Company Law Tribunal Bench, at Ahmedabad ("NCLT") has directed that a meeting of the Equity Shareholders of the Applicant Company, be convened and held at, Maple Hall, Hotel Express Residency, 18/19, Alkapuri Society, Vadodara – 390 007, Gujarat, India on Friday, the 31st day of August 2018 at 11.00 a.m. for the purpose of considering, and if thought fit, approving, with or without modification(s), the Scheme of Amalgamation (Merger by Absorption) ("the Scheme") of Swanston Multiplex Cinemas Private Limited with INOX Leisure Limited.

In pursuance of the said Order and as directed therein, notice is hereby given that meeting of Equity Shareholders of the INOX Leisure Limited ("Transferee Company") will be held at Maple Hall, Hotel Express Residency, 18/19, Alkapuri Society, Vadodara – 390 007, Gujarat, India on Friday, 31st August 2018, at 11.00 a.m. at which time and place the Equity Shareholders of the Transferee Company are requested to attend, consider and, if thought fit, approve with or without modification(s), the following resolution under Sections 230 to 232 of the Companies Act, 2013 (including any statutory modification(s) or re-enactment thereof for the time being in force) with requisite majority:

"RESOLVED THAT pursuant to the provisions of Sections 230 to 232 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions, if any, of the Companies Act, 2013, the rules, circulars and notifications made thereunder (including any statutory modification(s) or re-enactment thereof for the time being in force) and the National Company Law Tribunal Rules, 2016 and in accordance with relevant clauses of the Memorandum of Association and Articles of Association of the Company and subject to the approval of the Hon'ble National Company Law Tribunal Bench, at Ahmedabad ("**NCLT**" or "**Tribunal**") and subject to such other approvals, permissions and sanctions of regulatory and other sectoral authorities, if any, as may be necessary and subject to such conditions and modifications as may be prescribed or imposed by the NCLT or by any regulatory or other sectoral authorities, while granting such consents, approvals and permissions, which may be agreed to by the Board of Directors of the Company, the proposed Scheme of Amalgamation (Merger by Absorption) of Swanston Multiplex Cinemas Private Limited ("Transferor Company") with INOX Leisure Limited ("Transferee Company" or "Applicant Company") and their respective shareholders ("the Scheme"), placed before this meeting and initialed by the Chairman of the meeting for the purpose of identification, be and is hereby approved.

RESOLVED FURTHER THAT for the purpose of giving effect to the above resolutions and for removal of any difficulties or doubts, the Board of Directors of the Company (hereinafter referred to as "the Board", which term shall deem to include any committee or any person(s) which the Board may nominate or constitute or delegate) to exercise its powers, including the powers conferred under above resolution, be and is hereby authorised to do all such acts, deeds, matters and things as it may, in its absolute discretion, deem necessary, expedient, usual or proper and to settle any questions or difficulties that may arise with regard to the implementation of the above resolution, including passing of such accounting entries and/or making such adjustments in the books of accounts as considered necessary to give effect to the above resolutions or to carry out such modifications / directions as may be ordered by the NCLT to implement the aforesaid resolution."

TAKE FURTHER NOTICE that you may attend and vote at the said meeting in person or by proxy, provided that a proxy in the prescribed form, duly signed by you, or your authorised representative, is deposited at the Registered Office of the Transferee Company at ABS Towers, Old Padra Road, Vadodara – 390007, Gujarat, India, not later than 48 (forty eight) hours before the time fixed for the aforesaid meeting. The form of proxy can be obtained free of charge from the registered office of the Applicant Company.

TAKE FURTHER NOTICE that in pursuance of the said Orders and as directed therein, a meeting of the equity shareholders of the Transferee Company, will be held on Friday, 31st August 2018, at 11:00 a.m. at Maple Hall, Hotel Express Residency, 18/19, Alkapuri Society, Vadodara – 390 007, Gujarat, India, at which time and place the said members are requested to attend.

In compliance with the provisions of (i) section 230(4) read with sections 108 and 110 of the Companies Act, 2013 (“Act”); (ii) Rule 6(3)(xi) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (“Rules”) ; (iii) Rule 22 read with Rule 20 and other applicable provisions of the Companies (Management and Administration) Rules, 2014; and (iv) Regulation 44 and other applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Applicant Company has provided the facility of voting by Postal Ballot and remote e-voting (“Remote E-voting” or “E-voting”) using facility offered by CDSL so as to enable the shareholders to consider and approve the Scheme by way of the aforesaid resolution. The Applicant Company has provided the facility of voting by polling paper at the venue of the Meetings of the shareholders as provided in Section 107 of the Act read with Rule 20 of the aforesaid Companies (Management and Administration) Rules, 2014. Accordingly, you may cast your vote either through postal ballot or through Remote E-voting or through polling paper by assenting or dissenting to the said Resolution. The Voting rights of Equity Shareholders shall be in proportion to their share in the paid-up Equity share capital of the Company as on July 20, 2018, being the cut-off date (“Cut-off Date”). The Shareholders may refer to Notes to this Notice for further details on Postal Ballot. In accordance with applicable regulations and pursuant to the Order, the Applicant Company is also offering remote e-voting facility to the equity shareholders and the e-voting commences from 01st August, 2018 at 9.00 a.m. and ends on 30th August, 2018 at 5.00 p.m. Each shareholder can opt for only one mode of voting i.e. either by postal ballot or by polling paper at the venue of the meeting of the shareholders of Applicant Company or by e-voting using facility offered by CDSL.

The Hon’ble National Company Law Tribunal (the Tribunal) Bench, at Ahmedabad, has appointed Shri. Deepak Asher, Director of the Applicant Company and failing him, Shri. Alok Tandon, Chief Executive Officer of the Applicant Company as Chairman of the said meeting of Equity Shareholders of the Transferee Company.

The above mentioned Scheme, if approved in the aforesaid meeting, will be subject to the subsequent approval of the NCLT.

Copies of the said Scheme of Amalgamation (Merger by Absorption), the statement under Section 230(3), 232(1), 232(2) and 102 of the Companies Act 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, report adopted by the board of directors of Transferor and Transferee Company, pre and post merger shareholding pattern of the Transferor and the Transferee Company, a Form of Proxy, the Attendance Slip, Postal Ballot Form and Business Reply Envelope and the other enclosures as indicated in the Index are annexed to this Notice and can be obtained free of charge from the Registered Office of the Company or at the office of the authorized representative Ms. Dharmishta N. Raval, M/s. Raval and Raval Advocates at 21-23 Laxmi Chamber, Navjeevan Press Road, Near Old High Court, Ahmedabad – 380009. Persons entitled to attend and vote at the meeting, may vote in person or by proxy, provided that all proxies in the prescribed form, duly signed or authorized by the said person, are deposited at the Registered Office of the Company at ABS Towers, Old Padra Road, Vadodara – 390 007, Gujarat, India, not later than 48 hours before the meeting.

This notice convening Meeting of the Equity Shareholders of the Applicant Company along with aforesaid documents are placed on the website of the Company viz. www.inoxmovies.com and being sent to BSE & NSE for placing on their website.

Date: 25th July, 2018

Place: Vadodara

Registered Office:

**ABS Towers, Old Padra Road,
Vadodara – 390 007, Gujarat, India**

Sd/-

Deepak Asher

Chairman appointed for the meeting

NOTES:

- A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT A PROXY / PROXIES TO ATTEND AND VOTE INSTEAD OF HIMSELF / HERSELF AND SUCH A PROXY / PROXIES SO APPOINTED NEED NOT BE A MEMBER OF THE COMPANY. THE FORM OF PROXY DULY COMPLETED SHOULD, HOWEVER, BE DEPOSITED AT THE REGISTERED OFFICE OF THE APPLICANT COMPANY NOT LESS THAN 48 HOURS BEFORE THE TIME FIXED FOR THE AFORESAID MEETING.**
- A person can act as a proxy on behalf of members not exceeding fifty (50) and holding in the aggregate not more than ten percent (10%) of the total share capital of the company carrying voting rights. However, a member holding more than ten percent (10%) of the total share capital of the company carrying voting rights may appoint a single person as a proxy and such person shall not act as a proxy for any other person or member.
- All alterations made in the Form of Proxy should be initialed.
- The Notice is being sent to all the Equity Shareholders, whose names appear in the records of the Company as on 31st May, 2018. This notice of NCLT Convened Meeting of the Equity Shareholders (NCLT Convened Meeting) of the Applicant Company along with aforesaid documents are placed on the website of the Company viz. and CDSL viz. www.evotingindia.com
- Voting rights shall be reckoned on the paid-up value of equity shares registered in the name of Members as on 20 July, 2018, i.e. the cut-off date for determining shareholders eligible for voting for NCLT Convened Meeting.
- Only registered Equity Shareholders of the Applicant Company may attend and vote (either in person or by proxy) at the NCLT Convened Meeting.

7. The votes cast by the public shareholders by way of Postal Ballot or E-voting will be taken into consideration for declaration of the results of NCLT Convened Meeting.
8. The authorized representative of a body corporate or Foreign Institutional Investor ("FII"), which is a registered Equity Shareholder of the Applicant Company may attend and vote at the Equity Shareholders' meeting, provided a certified true copy of the Resolution of the Board of Directors or other governing body of such body corporate / FII authorizing such a representative to attend and vote at the Equity Shareholders' meeting is deposited at the Registered Office of the Applicant Company not later than 48 hours before the scheduled time of the commencement of the meeting.
9. The quorum of the meeting of the equity shareholders of the applicant company shall be 21 (Twenty One) equity shareholders of applicant company, in terms of the order passed by the Tribunal on 20th July, 2018.
10. Registered Equity Shareholders who hold shares in dematerialized form are requested to bring their Client ID and DP ID for easy identification of the attendance at the meeting.
11. Registered Equity Shareholders are informed that in case of joint holders attending the meeting, joint holder whose name stands first in the Register of Members and in his / her absence by the next named member of the Applicant Company in respect of such joint holding will be entitled to vote.
12. Shareholders are requested to hand over the enclosed Attendance Slip, duly signed in accordance with their specimen signature(s) registered with their respective Depositories or with Applicant Company for admission to the meeting hall. Shareholders who hold shares in dematerialized form are requested to bring in their Client ID and DP ID numbers for identification.
13. During the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, a member would be entitled to inspect the proxies lodged at any time during the business hours of the Company, provided that not less than 3 (three) days of notice in writing is given to the Company addressed to the Company Secretary.
14. A Shareholder may request for a duplicate Postal Ballot Form, if so required. However, the duly completed duplicate Postal Ballot Form should reach the Scrutinizer not later than the last date of receipt of Postal Ballot Form, i.e. on or before 5:00 p.m. on 30th August, 2018.
15. As directed by the Hon'ble Tribunal, Mr. Satyanarain Samdani (Membership No F3677 COP No. 2863), Partner of M/s. Samdani Shah & Kabra, Practicing Company Secretaries and failing him Mr. Suresh Kabra, Partner of M/s. Samdani Shah & Kabra, Practicing Company Secretaries (Membership No. A9711) shall act as the Scrutinizer to scrutinize votes cast either through E-voting facility or Postal Ballot or through polling paper at the venue of the meeting and submitting a report on votes cast to the Chairman of the Meeting within 48 hours from the conclusion of the Meeting. The Scrutinizer's decision on the validity of the voting on the resolution through polling paper at the venue of the meeting, through evoting facility or through postal ballot shall be final.
16. The result of the voting on the resolutions through polling paper at the venue of the meeting, through evoting facility or through postal ballot will be announced within 48 hours from the conclusion of the Meeting and will be displayed at the Registered Office of the Transferee Company and the Company's website www.inoxmovies.com and on the website of CDSL viz. www.evotingindia.com and shall be communicated to the BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE"), where the shares of the Company are listed.
17. The material documents referred to in the accompanying Explanatory Statement shall be open for inspection, from 11.00 a.m. to 1.00 p.m. on any working day (except Saturdays, Sundays and Public Holidays) upto one day prior to the date of the meeting by the Equity Shareholders at the Registered Office of the Applicant Company.
18. The Notice convening the aforesaid meeting will be published through advertisement in Indian Express, Vadodara edition in English language, having wide circulation in Gujarat and a Gujarati translation thereof in Financial Express, a Gujarati newspaper, Ahmedabad edition having wide circulation in Gujarat, the State where the Registered Office of the Applicant Company is situated.
19. Members can opt for only one mode of voting i.e. either through remote e-voting / Postal Ballot Form or Polling Paper at Court Convened Meeting. If a member has opted for remote e-voting, then he / she should not vote either by Postal Ballot Form or Polling Paper. If a member has opted for Postal Ballot Form, then he / she should not vote either by remote e-voting or Polling Paper. However, in case members cast their vote both via Postal Ballot Form and e-voting, then voting through e-voting shall prevail and voting done by Ballot Paper shall be treated as invalid, notwithstanding whichever is cast first.

Notes for Postal Ballot and E-Voting:

A. NOTES FOR POSTAL BALLOT:

1. A copy of the said Scheme of Amalgamation and Explanatory Statement under Sections 230 to 232 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and Regulation 44 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular bearing no. CFD/DIL3/CIR/2017/21 dated March 10, 2017, is being sent to you for your consideration.
2. The Postal Ballot Form together with self-addressed postage pre-paid Business Reply Envelope is enclosed for use of the member(s).
3. The accompanying Postal Ballot Notice is being sent to all the members whose names appear in the Register of Members / List of Beneficial Owners as received from the National Securities Depository Limited and Central Depository Services (India) Limited as on the close of business hours on 31st May, 2018. Accordingly The Members whose names appear in the Register of Members/ List of Beneficial Owners as on 20th July, 2018 ("cut-off date") will be reckoned for the purpose of voting.
4. Voting rights shall be reckoned on the paid-up value of equity shares registered in the name of Members as on July 20, 2018, i.e. the cut-off date for dispatch of Postal Ballot Notice.

5. In case of shares held by Companies, Institutional Members (FPIs/ Foreign Institutional Investors / Trust / Mutual Funds / Banks etc.), duly completed Postal Ballot Form should also be accompanied by a certified true copy of the Board Resolution / Other Authority Letter together with the attested specimen signatures of the duly authorized person exercising the voting by Postal Ballot.
6. As per the directions of the Ahmedabad Bench of the National Company Law Tribunal read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, Notice of Postal Ballot may be served on the members through electronic transmission. Members who have registered their E-mail IDs with Depositories / RTA / Company for this purpose are being served with Postal Ballot Notice documents by e-mail and members who have not registered their E-mail IDs will receive Postal Ballot Notice along with Postal Ballot Form through Registered / Speed Post / Courier/ other means. Members who have received Postal Ballot Notice by e-mail and who wish to vote through physical Postal Ballot Form may request the Company / Registrar and Share Transfer Agent for a physical copy of Postal Ballot Form.
7. A Member cannot exercise his / her vote through proxy on postal ballot.
8. If Postal Ballot Form is sent using the Business Reply Envelope, the postage will be borne by the Company. However, any other envelopes containing Postal Ballots, if sent by Courier or Registered / Speed post at the expense of the members will also be accepted. The Postal Ballot Form(s) may also be deposited personally at the address given on the self-addressed Business Reply Envelope.
9. The duly completed Postal Ballot Form(s) should reach the Scrutinizer not later than 5.00 p.m. on 30th August, 2018, to be eligible for being considered, failing which, it will be strictly considered that no reply has been received from the member.
10. The Postal Ballot Notice will be uploaded on the Company's website viz., www.inoxmovies.com and on the website of CDSL viz., as well as on the website of the Stock Exchange where the Company's shares are listed viz., www.bseindia.com and www.nseindia.com
11. Resolution passed by the members through Postal Ballot shall be deemed to have been passed as if they have been passed at the Meeting of the members.
12. All the relevant documents referred to in the Explanatory Statement are open for inspection at the Registered Office of the Applicant Company between 11.00 a.m. to 1.00 p.m. on any working day (except Saturdays, Sundays and Public Holidays) upto one day prior to the date of the meeting.
13. Member(s) can opt only for one mode of voting. If a member has opted for e-voting, then he / she should not vote by Postal Ballot and vice-versa. However, in case members cast their vote both via Postal Ballot and e-voting, then voting through e-voting shall prevail and voting done by Postal Ballot shall be treated as invalid, notwithstanding whichever is cast first.

INSTRUCTIONS FOR POSTAL BALLOT:

1. A Shareholder desiring to exercise vote by Postal Ballot may complete Postal Ballot Form (no other form or photocopy thereof is permitted) and send it to the Scrutinizer, Mr. Satyanarain Samdani, Partner of M/s. Samdani Shah & Kabra, Practicing Company Secretaries in the enclosed self- addressed postage prepaid envelope. Postage will be borne and paid by the Company. However, Postal Ballot Form(s), if deposited in person or if sent by Courier or Registered / Speed post at the expense of the Shareholder will also be accepted.
2. The self-addressed postage prepaid envelope bears the name and address of the Scrutinizer appointed by the Board.
3. Postal Ballot Form should be completed and signed by the Shareholder (as per the specimen signature registered with the Company / Depository Participants). In case of joint holding, this Form should be completed and signed by the first named Shareholder and in his/her absence, by the next named Shareholder.
4. The consent must be accorded by recording the assent in the column 'FOR' and dissent in the column 'AGAINST' by placing (✓) in the appropriate column.
5. Members desiring to exercise their vote by Postal Ballot are requested to carefully read the instructions printed herein. Duly completed Postal Ballot Form should reach the Scrutinizer on or before 5:00 p.m. on 30th August, 2018. All Postal Ballot Forms received after this date will be strictly treated as if the reply from such shareholder has not been received.
6. There will be only one Postal Ballot Form for every Folio / Client ID irrespective of the number of joint shareholder(s).
7. A Shareholder may request for a duplicate Postal Ballot Form, if so required. However, the duly completed duplicate Postal Ballot Form should reach the Scrutinizer not later than the last date of receipt of Postal Ballot Form, i.e. on or before 5:00 p.m. on 30th August, 2018.
8. Shareholders are requested not to send any other paper along with the Postal Ballot Form, as all such forms will be sent to the Scrutinizer and any extraneous paper found would be destroyed by the Scrutinizer.
9. The Scrutinizer's decision on the validity of a Postal Ballot Form will be final and binding. Incomplete, unsigned or incorrect Postal Ballot Forms will be rejected.
10. A Postal Ballot Form shall be considered invalid if: (a) A form other than one issued by the company has been used; (b) It has not been signed by or on behalf of the member; (c) Signature on the Postal Ballot Form doesn't match the specimen signatures with the company; (d) It is not possible to determine without any doubt the assent or dissent of the member; (e) Neither assent nor dissent is mentioned; (f) Any competent authority has given directions in writing to the company to freeze the Voting Rights of the member; (g) The envelope containing the Postal Ballot Form is received after 5.00 p.m. on the last date of voting i.e. 30th August, 2018; (h) The Postal Ballot Form, signed in a representative capacity, is not accompanied by a certified true copy of the relevant specific authority; (i) It is defaced or mutilated in such a way that its identity as a genuine form cannot be established; (j) Member has made any amendment to the Resolution or imposed any condition while exercising his vote.

B. NOTES FOR E-VOTING:

1. In compliance with provisions of Section 108 and 230 of the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and Regulation 44 of SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 the Company is pleased to offer e-voting facility as an alternative through E-voting services provided by Central Depository Services (India) Limited (CDSL), for its members to enable them to cast their votes electronically instead of dispatching Postal Ballot Form.
2. The e-voting period commences on August 1, 2018 (9.00 a.m.) and ends on August 30, 2018 (5.00 p.m.). During this period shareholders' of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date which shall be July 20, 2018 may cast their vote electronically and any recipient of this notice who has no voting rights as on the aforesaid date should treat the same as intimation only. The E-Voting module shall be disabled by CDSL for voting thereafter.
3. For the purpose of dispatch of this Notice, Shareholders of the Company holding shares either in physical form or in dematerialized form as on 31st May, 2018, have been considered.
4. The voting rights of members shall be in proportion to their shares in the Paid-up Equity Share Capital of the Applicant Company as on cut-off date.
5. In case Members cast their vote both via Postal Ballot and e-voting, then voting through e-voting shall prevail and voting done by Postal Ballot shall be treated as invalid, notwithstanding whichever is cast first.

The instructions for shareholders voting electronically are as under:

In case of Members receiving e-mail:

- (i) The voting period begins on August 1, 2018 at 09:00 a.m. and ends on August 30, 2018 at 5:00 p.m. During this period Members of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date of July 20, 2018, may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.
- (ii) Shareholders who have already voted prior to the meeting date would not be entitled to vote at the meeting venue.
- (iii) The members should log on to the e-voting website www.evotingindia.com
- (iv) Click on "Shareholders" tab.
- (v) Now Enter your User ID
 - a. For CDSL: 16 digits beneficiary ID,
 - b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
 - c. Members holding shares in Physical Form should enter Folio Number registered with the Company.
- (vi) Next enter the Image Verification as displayed and Click on Login.
- (vii) If you are holding shares in demat form and had logged on to www.evotingindia.com and voted on an earlier voting of any company, then your existing password is to be used.
- (viii) If you are a first time user follow the steps given below:

	For Members holding shares in Demat Form and Physical Form
PAN	Enter your 10 digit alpha-numeric PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders) Members who have not updated their PAN with the Company/Depository Participant are requested to use the first two letters of their name and the 8 digits of the sequence number in the PAN field. In case the sequence number is less than 8 digits enter the applicable number of 0's before the number after the first two characters of the name in CAPITAL letters. Eg. If your name is Ramesh Kumar with sequence number 1 then enter RA00000001 in the PAN field.
Dividend Bank Details	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the company records in order to login.
OR Date of Birth (DOB)	If both the details are not recorded with the depository or company please enter the member id / folio number in the Dividend Bank details field as mentioned in instruction (iv).

- (ix) After entering these details appropriately, click on "SUBMIT" tab.
- (x) Members holding shares in physical form will then directly reach the Company selection screen. However, Members holding shares in demat form will now reach 'Password Creation' menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (xi) For Members holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (xii) Click on the EVSN for the relevant <Company Name> on which you choose to vote.
- (xiii) On the voting page, you will see "RESOLUTION DESCRIPTION" and against the same the option "YES/NO" for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.

- (xiv) Click on the “RESOLUTIONS FILE LINK” if you wish to view the entire Resolution details.
- (xv) After selecting the resolution you have decided to vote on, click on “SUBMIT”. A confirmation box will be displayed. If you wish to confirm your vote, click on “OK”, else to change your vote, click on “CANCEL” and accordingly modify your vote.
- (xvi) Once you “CONFIRM” your vote on the resolution, you will not be allowed to modify your vote.
- (xvii) You can also take a print of the votes cast by clicking on “Click here to print” option on the Voting page.
- (xviii) If a demat account holder has forgotten the login password then Enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.
- (xix) Shareholders can also cast their vote using CDSL’s mobile app m-Voting available for android based mobiles. The m-Voting app can be downloaded from Google Play Store. Apple and Windows phone users can download the app from the App Store and the Windows Phone Store respectively. Please follow the instructions as prompted by the mobile app while voting on your mobile.
- (xx) **Note for Non – Individual Shareholders and Custodians**
 - Non-Individual Shareholders (i.e. other than Individuals, HUF, NRI etc.) and Custodian are required to log on to www.evotingindia.com and register themselves as Corporates.
 - A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to helpdesk.evoting@cdslindia.com.
 - After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
 - The list of accounts linked in the login should be emailed to helpdesk.evoting@cdslindia.com and on approval of the accounts they would be able to cast their vote.
 - A scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.
- (xxi) In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions (“FAQs”) and e-voting manual available at www.evotingindia.com, under help section or write an email to helpdesk.evoting@cdslindia.com.
- (xxii) Member may address their grievances connected with the e-voting to Mr. Parthasarathy Iyengar, Company Secretary, 5th Floor, Viraj Towers, Next to Andheri Flyover, Western Express Highway, Andheri (East), Mumbai – 400093, Email ID – parthasarathy.iyengar@inoxmovies.com, Phone Number – 022 40626900.

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL BENCH, AT AHMEDABAD
CA (CAA) NO. 79/230-232/NCLT/AHM/2018**

In the matter of Companies Act, 2013;

AND

In the matter of Sections 230 to 232 and other applicable provisions
of the Companies Act, 2013 as amended and including any
statutory modifications(s) or re-enactment(s) thereof;

AND

In the matter of Scheme of Amalgamation (Merger by Absorption)
for merger of

SWANSTON MULTIPLEX CINEMAS PRIVATE LIMITED

("Transferor Company")

WITH

INOX LEISURE LIMITED

("Transferee Company")

AND THEIR RESPECTIVE SHAREHOLDERS

INOX LEISURE LIMITED (CIN: L92199GJ1999PLC044045) A Listed Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at ABS Towers, Old Padra Road, Vadodara – 390 007, Gujarat, India	} } } } }	Applicant / Transferee Company
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EXPLANATORY STATEMENT TO THE NOTICE OF THE NATIONAL COMPANY LAW TRIBUNAL BENCH, AT AHMEDABAD CONVENED MEETING OF EQUITY SHAREHOLDERS OF INOX LEISURE LIMITED AND UNDER SECTION 102 AND 230(3) OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF THE COMPANIES (COMPROMISES, ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016

1. Pursuant to the Order dated 20th July, 2018 passed by the National Company Law Tribunal Bench, at Ahmedabad in the Company Application referred to hereinabove, meeting of the Equity Shareholders of the Applicant Company, is being convened and held for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed Scheme of Amalgamation (Merger by Absorption) for merger of Swanston Multiplex Cinemas Private Limited ("Transferor Company") with INOX Leisure Limited ("Transferee Company" or "Applicant Company") and their respective shareholders ("**Scheme**") under Sections 230 to 232 of the Companies Act, 2013 ("**Act**") (including any statutory modification or re-enactment or amendment thereof) read with the rules issued thereunder and provisions of the Companies Act, 1956 as may be applicable.
2. Notice of the said meetings together with the copy of the Scheme of Merger (By Absorption) is sent herewith. This statement explaining the terms of the scheme of Merger (By Absorption) is being furnished as required under section 230(3) of the Companies Act, 2013
3. A copy of the Scheme setting out in detail the terms and conditions of the arrangement, *inter alia*, providing for the proposed Scheme of Amalgamation (Merger by Absorption) for merger of Swanston Multiplex Cinemas Private Limited ("Transferor Company") with INOX Leisure Limited ("Transferee Company" or "Applicant Company") and their respective shareholders ("**Scheme**"), which has been approved by the Board of Directors of the Applicant Company at its meeting held on June 18, 2018 is attached to this explanatory statement and forms part of this statement as ANNEXURE A.
4. **Background of INOX Leisure Limited (hereinafter referred to as "Transferee Company" or "Applicant Company" or "INOX") is as under:**
 - i. INOX Leisure Limited was incorporated as a public limited company on November 9, 1999. INOX Leisure Limited has been allotted a CIN: L92199GJ1999PLC044045.
 - ii. The Registered Office of the Applicant Company is situated at ABS Towers, Old Padra Road, Vadodara – 390 007, Gujarat, India.
 - iii. The details of the Authorized, Issued, Subscribed and Paid-up share capital of the Applicant Company as on March 31, 2018, was as under:

Particulars	Amount (₹)
Authorized Capital	
146,050,000 Equity Shares of ₹ 10 each	1,460,500,000
10,000 preference shares of ₹ 10 each	100,000
Total	1,460,600,000

Issued, Subscribed and fully Paid – up	
96,457,754 Equity Shares of ₹ 10 each	96,45,77,540
<u>Less:</u> 295,001 equity shares of ₹ 10 each issued to ESOP Trust but not allotted to employees	(29,50,010)
Adjusted issued, paid-up and subscribed capital	96,16,27,530

The Equity Shares of the Applicant Company are, at present, listed on the BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE").

There has been no change in the capital structure of the Applicant Company subsequent to March 31, 2018.

- iv. The main object of Applicant Company is set out in the Memorandum of Association of the Applicant Company. The main objects *inter alia* are as under:

1. "To carry on the business of operating Multiplex Entertainment Complexes, including cinemas, theatres, family entertainment and amusement centers, food courts, restaurants, and all kinds of business relating to movie exhibition, entertainment, hotel and tourism related industries."
2. "To secure, develop, operate, collaborate, construct, maintain, manage, promote, own, procure, utilize and/or to initiate, either alone or in association with others in with tie-ups, agreements, joint ventures, collaborations, or otherwise Multiplexes Entertainment Complexes, including Multiple Cinema, three dimensional cinema, seat simulators, etc. inside and/or outside India."

- v. The Applicant Company is engaged in the business of operating Multiplex Entertainment Complexes including Cinemas, theatres, family entertainment and amusement centers, food courts, restaurants, and all kinds of business relating to movie exhibition, entertainment.

5. **Background of Swanston Multiplex Cinemas Private Limited (hereinafter referred to as "Transferor Company" or "Swanston") is as under:**

- i. Swanston Multiplex Cinemas Private Limited was incorporated on 11th October, 2001 under the name Swanston Multiplex Cinemas Private Limited under the provisions of the Companies Act, 1956. Swanston is a wholly owned subsidiary of INOX and was engaged in the business of operating multiplex cinema theatres in India. Swanston became a wholly owned subsidiary of the Transferee Company with effect from 5th March, 2018.
- ii. The Registered Office of the Transferor Company is situated at 9th Floor, Viraj Towers, Next to Andheri Flyover, Western Express Highway, Andheri East, Mumbai 400093, Maharashtra, India.
- iii. The Share Capital of the Transferor Company, as on March 31, 2018 was as under:

Particulars	Amount (Rupees)
Authorized Capital	
3,000,000 shares of ₹ 10 each	30,000,000
Total	30,000,000
Issued, subscribed and fully Paid up	
2,030,000 shares of ₹ 10 each	20,300,000
Total	20,300,000

The equity shares of the Transferor Company are not listed on any Stock Exchange.

Subsequent to March 31, 2018, there has been no change in the stated capital of Transferor Company.

The entire share capital of the Transferor Company is held by the Transferee Company. The Transferor Company is 100% subsidiary of the Transferee Company.

- iv. The main object of Transferor Company is set out in the Memorandum of Association of the Transferor Company. The main objects *inter alia* are as under:

"To carry on the business of Agent, Managers, Lessees, Hirers Licensees, Partners of Multiplexes, Studios, theatres, Places of Amusement or entertainments, Music Halls, Cinemas, Picture Places and Concert Halls, Play Pools and Game Parlours, Shopping Arcade and for these purposes construct and/or acquire theatres, sound and recording equipment's and all other Plant and machinery required for purpose of attaining the above object."

- v. The Transferor Company was engaged in the business of operating multiplex cinema theatres in India.

6. **Rationale and Salient Features of the Scheme**

i. **Relationship between the Companies:**

The Transferor Company is a Wholly Owned subsidiary of the Transferee Company.

The Scheme of Amalgamation (Merger by Absorption) provides for merger of Swanston Multiplex Cinemas Private Limited ("Transferor Company") with INOX Leisure Limited ("Transferee Company") / Applicant Company ("Amalgamation").

ii. **Rationale for Amalgamation:**

- (a) Swanston Multiplex Cinemas Private Limited ("Swanston" or "Transferor Company") is a private limited company incorporated under the provisions of the Companies Act, 1956. Swanston is a wholly owned subsidiary of INOX Leisure Limited ("INOX" or "Transferee Company") and was engaged in the business of operating multiplex cinema theatres in India.
- (b) INOX Leisure Limited is a public limited company incorporated under the provisions of the Companies Act, 1956. The shares of INOX Leisure Limited are listed on the BSE Limited and the National Stock Exchange of India Limited. INOX Leisure Limited is engaged in the business of owning, operating and managing multiplex cinema theatres in India.
- (c) The proposed amalgamation will enable more economic and efficient management, control and running of the businesses of the companies concerned.
- (d) In general, the business of both, Transferor Company and Transferee Company will be carried on more profitably under the Scheme and the Scheme will contribute in furthering and fulfilling the objects of both Transferor Company and Transferee Company.
- (e) The proposed amalgamation and vesting of Transferor Company into Transferee Company, with effect from the Appointed Date, is in the interest of the shareholders, creditors, stakeholders and employees, of both the companies, as it would enable a focused business approach for the maximization of benefits to all stakeholders.

In view of the aforesaid, the Board of Directors of the Transferor Company and the Transferee Company have considered and proposed the Scheme of Amalgamation (Merger by Absorption) of the entire undertaking and business of the Transferor Company with the Transferee Company in order to benefit the stakeholders of both the companies. Accordingly, the Board of Directors of the Transferor Company and the Transferee Company have formulated this Scheme of Amalgamation (Merger by Absorption) for the transfer and vesting of the entire undertaking and business of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 230 to Section 232 and other relevant provisions of the Companies Act, 2013.

iii. **Salient features of the Scheme:**

Certain clauses of the Scheme are extracted below:

A. **DEFINITIONS AND INTERPRETATION**

- 1.1. **'Act' or 'the Act'** means the Companies Act, 2013 of India and Rules made thereunder.
- 1.2. **'Applicable Law(s)'** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.3. **'Appointed Date'** For the purpose of this Scheme and for Income Tax Act, 1961, the "Appointed Date" means 1st day of April, 2018;
- 1.4. **'Appropriate Authority'** means any governmental, statutory, regulatory, departmental or public body or authority of India including Securities and Exchange Board of India, Stock Exchanges, Registrar of Companies, Regional Director, Official Liquidators, the Competition Commission of India and the National Company Law Tribunal.
- 1.5. **"Board of Directors" or "Board"** in relation to the Transferor Company and the Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee duly constituted and authorised or individuals authorized for the purposes of matters pertaining to the amalgamation, this Scheme and/or any other matter relating thereto;
- 1.6. **'Effective Date'** means the last of the following dates, namely:
 - a. That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 20(a) shall be obtained or passed; or
 - b. That on which all necessary certified copies of orders under the applicable section(s) of the Act shall be duly filed with the concerned Registrar of Companies or
 - c. The Appointed Date;
- 1.7. **"Employees"** means all the permanent employees of the Transferor Companies who are on the pay-roll of the Transferor Company as on the Effective Date;
- 1.8. **"Governmental Authority"** means (i) a national government, political subdivision thereof; (ii) an instrumentality, board, commission, court, or agency, whether civilian or military, of any of the above, however constituted; and (iii) a government-owned/ government-controlled association, organization in the Republic of India;
- 1.9. **'Scheme' or 'the Scheme' or 'this Scheme'** means this Scheme of Amalgamation in its present form as submitted to the Tribunal with any modification(s) made under Clause 22 of the Scheme as approved or directed by the Tribunal or such other competent authority, as may be applicable.
- 1.10. **'SEBI'** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.11. **'SEBI Circular'** shall mean the circular issued by the SEBI, being Circular **CFD/DIL3/CIR/2017/21** dated March 10, 2017, and any amendments thereof.

- 1.12. **'Stock Exchanges'** means the BSE Limited and National Stock Exchange of India Limited;
- 1.13. **'Tribunal'** means the National Company Law Tribunal, Mumbai Bench and Ahmedabad Bench as constituted and authorized as per the applicable provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Section 230 to 240 of the Companies Act, 2013, if applicable.
- 1.14. **"Undertaking"** means all the undertakings and entire business of the Transferor Company as a going concern, including, without limitation:
- all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Transferor Company, whether situated in India or abroad, including, without limitation, all land, buildings and structures, offices, residential and other premises, capital work-in-progress, machines and equipments, furniture, fixtures, office equipment, computers, appliances, accessories, power lines, stocks, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Company, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, tenancies in relation to the office and/or residential properties, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;
 - all permits, quotas, rights, entitlements, industrial and other licences, bids, tenders, letters of intent, expressions of interest, approvals, consents, subsidies, privileges, income tax benefits and exemptions in respect of the profits of the undertaking for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the benefit or exemption is available in law if the amalgamation pursuant to this Scheme does not take place, all other rights including sales tax deferrals and exemptions and other benefits, receivables, and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Company;
 - all debts, borrowings, obligations, duties and liabilities, both present and future (including deferred tax liabilities, contingent liabilities and the Liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in Rupees or foreign currency, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Transferor Company; and
 - all trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company.

B. MERGER OF SWANSTON MULTIPLEX CINEMAS PRIVATE LIMITED WITH INOX LEISURE LIMITED

Transfer and vesting

- Upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the sanction of this Scheme by the Tribunal and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, the Undertaking of the Transferor Company shall be and stand vested in or be deemed to have been vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.
- Vesting of Assets**
 - Without prejudice to the generality of Clause 4 above, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances comprised in the Undertaking of whatsoever nature and where so ever situate shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the estate, assets, properties, rights, claims, title, interest and authorities of the Transferee Company.

- b. Without prejudice to the provisions of Clause 5(a) above, in respect of such of the assets and properties of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of vesting or transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred or vested by the Transferor Company upon the coming into effect of this Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act, without requiring any deed or instrument of conveyance for transfer or vesting of the same.
 - c. In respect of such of the assets and properties belonging to the Transferor Company (other than those referred to in Clause (b) above) including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any government, quasi government, local or other authority or body or with any company or other person, the same shall stand transferred to and vested in the Transferee Company and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
 - d. All assets, rights, title, interest, investments and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest, investments and properties of the Transferee Company, and shall under the provisions of Sections 230 to 234 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
 - e. All the profits or income taxes (including advance tax, tax deducted at source, Foreign Tax Credits and MAT credit) or any costs, charges, expenditure accruing to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purpose be treated and be deemed to be and accrue as the profits, taxes (namely Advance tax, Tax deducted at source & Foreign Tax Credits), tax losses, MAT Credit, income costs, charges, expenditure or losses of Transferee Company, as the case may be.
 - f. All the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether on, before or after the Appointed Date, including income tax benefits and exemptions, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
 - g. In so far as the various incentives, entertainment tax exemption and benefits, service tax benefits, subsidies, grants, special status and other benefits or privileges enjoyed, granted by any Appropriate Authority, or availed of by SMCPL are concerned, the same shall, without any further act or deed, vest with and be available to INOX on the same terms and conditions on and from the Effective Date.
- 3) **Contracts, Deeds etc.**
- a. Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance, letters of Intent, undertaking, policies and other instruments of whatsoever nature, to which the Transferor Company is a party or to the benefit of which Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company concerned, the Transferee Company had been a party or beneficiary or obligee thereto or thereunder.
 - b. Without prejudice to the other provisions of this Scheme and notwithstanding that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, after the Effective Date, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.
 - c. Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme and with effect from the Appointed Date, all consents, permissions, licences, certificates, clearances, authorities, powers of attorney given

by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

4) Transfer and Vesting of Liabilities

- a. Upon the coming into effect of this Scheme and with effect from the Appointed Date all debts and liabilities of the Transferor Company including all secured and unsecured debts (in whatsoever currency), liabilities (including contingent liabilities), duties and obligations of the Transferor Company of every kind, nature and description whatsoever whether present or future, and howsoever arising, along with any charge, encumbrance, lien or security thereon (herein referred to as the "Liabilities") shall, pursuant to the sanction of this Scheme by the Tribunal and under the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause 4.
- b. Where any such debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged by such Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- c. All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Company on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- d. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time from the Appointed Date to the Effective Date become due between the Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

5) Encumbrances

- a. The transfer and vesting of the assets comprised in the Undertaking to the Transferee Company under Clause 5 and Clause 6 of the Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- b. All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any of the assets of the Transferor Company have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- c. The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the Liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.
- d. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Transferor Company and their respective assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- e. Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.
- f. It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.

- g. The provisions of this Clause shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

6) Employees of Transferor Company

- a. Upon the coming into effect of this Scheme, all Employees of the Transferor Company shall, become the employees of the Transferee Company, on same terms and conditions and shall not be less favorable than those on which they are engaged by the Transferor Company and without any interruption of or break in service as a result of the amalgamation of the Transferor Company with the Transferee Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such Employees with the Transferor Company and such benefits to which the Employees are entitled in the Transferor Company shall also be taken into account, and paid (as and when payable) by the Transferee Company.
- b. It is clarified that save as expressly provided for in this Scheme, the Employees who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits (including employee stock options) that may be applicable and available to any of the other employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/ settlement, if any, entered into or deemed to have been entered into by the Transferor Company with any employee of the Transferor Company.
- c. Insofar as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or benefits created by the Transferor Company for its Employees or to which the Transferor Company is contributing for the benefit of its Employees (collectively referred to as the "Funds") are concerned, the Funds or such part thereof as relates to the Employees (including the aggregate of all the contributions made to such Funds for the benefit of the Employees, accretions thereto and the investments made by the Funds in relation to the Employees) shall be transferred to the Transferee Company and shall be held for the benefit of the concerned Employees. In the event the Transferee Company has its own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be merged with the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above or if deemed appropriate by the Transferee Company, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company creates its own funds, at which time the Funds and the investments and contributions pertaining to the Employees shall be merged with the funds created by the Transferee Company.
- d. In relation to those Employees for whom the Transferor Company is making contributions to the government provident fund or other employee benefit fund, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees, such that all the rights, duties, powers and obligations of the Transferor Company as the case may be in relation to such schemes/ Funds shall become those of the Transferee Company.

7) Legal, Taxation and other Proceedings

- a. Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company pending on the Effective Date shall be continued and/ or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against the Transferee Company.
- b. If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.
- c. In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of Transferee Company.
- d. Without prejudice to the provisions of Clauses 1) to 7), with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.

Conduct of Business

- 8)** From the date on which the Boards of Directors of the Transferor Company and the Transferee Company approve this Scheme until the Effective Date:

- a. the Transferor Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts and investments for and on account of, and in trust for, the Transferee Company;
- b. The Transferor Company shall carry on their business and activities with due business prudence and diligence and shall not, without prior written consent of the Transferee Company or pursuant to any preexisting obligation, sell transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with any part of its assets nor incur or accept or acknowledge any debt, obligation or liability except as is necessary in the ordinary course of business.
- c. all profits and income accruing or arising to the Transferor Company, and losses and expenditure arising or incurred by them (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company;
- d. any of the rights, powers, authorities or privileges exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company; and
- e. all taxes (including, without limitation, income tax, sales tax, service tax, VAT, Central Goods and Service Tax law (CGST), State Goods and Service Tax law (SGST) and Integrated Goods and Service Tax law (IGST) etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, income tax, sales tax, service tax, VAT, CGST, SGST, IGST etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Transferor Company with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.
- f. Pending sanction of the Scheme, the Transferor Company shall not, except by way of issue of shares / convertible debentures to the Transferee Company, increase their capital (by fresh issue of shares, convertible debentures or otherwise).

Consideration and Cancellation of share capital of Transferor Company

- 9) As Swanston is a wholly-owned subsidiary of INOX, the entire issued, subscribed and paid up share capital of Swanston is held by INOX. Upon amalgamation, INOX would not be required to issue and allot any shares to the shareholders of Swanston.
- 10) Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the holding of the wholly owned subsidiary of the Transferee Company in the Transferor Company and the stated capital/issued and paid-up capital of the Transferor Company shall stand cancelled on the Effective Date.

Increase in Authorised Share Capital of Transferee Company

- 11) As a part of this Scheme, and, upon the coming into effect of this Scheme, the authorised share capital of the Transferee Company shall automatically stand increased, without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the aggregate authorised share capital of the Transferor Company.
- 12) Clause V of the Memorandum of Association and Article 3 of the Articles of Association of INOX (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 14 and 61 of the Companies Act, 2013 and Section 233 and other applicable provisions of the Companies Act, 2013 as the case may be and be replaced by the following clause:

"Authorised Share Capital of the Company is Rs 1,49,06,00,000 (Rupees One Hundred Forty Nine Crore and Five lacs) divided into 14,90,50,000 (Fourteen Crore Ninety Lacs Fifty Thousand) Equity Shares of Rs 10 (Rupees Ten only) each and 10,000 (Ten Thousand) Preference Shares of Rs 10 (Rupees Ten only) each with power to increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or condition as may be determined by or in accordance with the Articles of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of the Company and the legislative provisions for the time being in force."
- 13) It is clarified that for the purposes of Clause 14 and 15 above, the stamp duties and fees (including registration fee) paid on the authorised share capital of the Transferor Company shall be utilized and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee (including registration fee) by the Transferee Company for increase in the authorised share capital to that extent. The Transferee Company shall file requisite forms with the concerned Registrar of Companies. It is clarified that upon approval of the Scheme by the Regional Director/Central Government, INOX shall not be required to seek separate consent/ approval of its shareholders for the alteration of the Memorandum and Articles of Association of INOX as required under Section 13 and other applicable provisions of the Act.

14) Dividends

- a. Swanston and INOX shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date but only consistent with the past practice, or in the ordinary course. The dividend, if any, shall be declared by Swanston only with the prior written consent of the Board of Directors of INOX.
- b. On and from the Effective Date the profits of Swanston, for the period beginning from the Appointed Date, shall belong to and be the profits of INOX and will be available to INOX for being disposed of in any manner as it thinks fit.
- c. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of Swanston and/or INOX to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the Board of Directors of INOX, subject to such approval of the shareholders, as may be required.

C. DISSOLUTION OF TRANSFEROR COMPANY**15) Accounting and Tax Treatment****a. Applicability of provisions of Income Tax Act**

- i. The provisions of this Scheme as they relate to the amalgamation of Transferor Company with Transferee Company has been drawn up to comply with the conditions relating to 'amalgamation' as defined under Section 2(1B) of the (Indian) Income-tax Act, 1961 (hereinafter referred to as Income Tax Act). If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act. Such modification will, however, not affect the other parts of the Scheme.
- ii. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act (including for minimum alternate tax purposes and tax benefits), service tax law, CGST, SGST, IGST and other tax laws and to claim refunds and/or credits for taxes paid (including minimum alternate tax), and to claim tax benefits under the Income Tax Act and other tax laws (including STPI or SEZ benefits) etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

b. Accounting Treatment

Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in the books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date.

The Transferor Company and Transferee Company both being entities under common control, the accounting would be done at book values for the all the assets and liabilities acquired by the Transferee Company of the Transferor Company by applying the principles as set out in Appendix C of IND AS 103 'Business Combinations which would inter alia include the followings:

- (i) In the books of accounts of INOX, the accounting treatment on merger will be done as per pooling of interest method as Swanston is a wholly owned subsidiary of INOX.
- (ii) The assets and liabilities of Swanston shall be reflected at their carrying amounts in the books of INOX.
- (iii) The share capital of Swanston held by INOX shall be cancelled against the investment by INOX into equity shares of Swanston.
- (iv) The balance of the retained earnings appearing in the financial statements of the Swanston shall be aggregated with the corresponding balance appearing in the financial statements of INOX. Alternatively, it may be transferred to General Reserve, if any.
- (v) The identity of the reserves shall be preserved and shall appear in the financial statements of INOX in the same form in which they appeared in the financial statements of Swanston.

c. Tax

- i. Upon the Scheme coming into effect, all taxes (direct and/or indirect)/ cess/ duties payable by or on behalf of the Transferor Company from the Appointed Date onwards including all or any refunds and claims, including refunds or claims pending with any Governmental Authority and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses, and unutilized CENVAT credit, VAT credit, input tax credit for CGST SGST and IGST etc shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims, accumulated losses and unutilized CENVAT credits, VAT credit, CGST, SGST and IGST credits and rights to claim credit or refund etc of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns, wealth tax returns, sales tax returns, excise and CENVAT returns, service tax returns, other statutory returns, CGST returns, SGST returns, IGST returns and to claim refunds/ credits, pursuant to the provisions of this Scheme.

- ii. The Transferee Company shall also be permitted to claim refunds / credits in respect of any transaction between the Transferor Company and the Transferee Company. Without prejudice to the generality of Clause 16) c) i) above, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns and related withholding tax certificates, including withholding tax certificates relating to transactions between the Transferor Company and the Transferee Company, and to claim refunds, advance tax and withholding tax credits, benefit of credit for minimum alternate tax and carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.
- iii. The withholding tax/ advance tax/ minimum alternate tax, if any, paid by the Transferor Company under the Income Tax Act, 1961 or any other statute in respect of income of the Transferor Company assessable for the period commencing from the Appointed Date shall be deemed to be the tax deducted from/advance tax paid by the Transferee Company and credit for such withholding tax/advance tax/minimum alternate tax shall be allowed to the Transferee Company notwithstanding that certificates or challans for withholding tax/advance tax are in the name of the Transferor Company and not in the name of the Transferee Company.
- iv. The service tax, VAT under the pre – GST regime and in the GST regime, CGST, SGST and IGST paid by the Transferor Company under the Finance Act, 1994 and/ or Central Goods and Service Tax Act, Integrated Goods and Service Tax Act and Union Territory Goods and Service Tax Act in respect of services provided by the Transferor Company for the period commencing from the Appointed Date shall be deemed to be the service tax, CGST, SGST, IGST paid by the Transferee Company and credit for such service tax CGST, SGST, IGST shall be allowed to the Transferee Company notwithstanding that challans for service tax payments, CGST payment, SGST payment, IGST payment are in the name of the Transferor Company and not in the name of the Transferee Company.

16) Resolutions

- a. Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.
- b. Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 181 of the Act shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Company which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

17) Savings of concluded transactions

- a. The transfer and vesting of undertaking under Clause 4 of the scheme and the continuance of proceedings by or against the Transferee Company under clause 10 of the scheme shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

18) Dissolution of the Transferor Company

- a. Upon the coming into effect of this Scheme, the Transferor Company shall stand dissolved without winding-up without any further act or deed
- b. Even after the Scheme becoming effective, the Transferee Company shall be entitled to operate all bank accounts relating to Transferor Company and realize all monies and complete and enforce all pending contracts and transactions in the name of Transferor Company insofar as may be necessary until the transfer and vesting of rights and obligations of the Transferor Company to the Transferee Company under this scheme is formally effected by the parties concerned.

19) Conditions Precedent

- a. The effectiveness of the Scheme is conditional upon and subject to:
 - i. The requisite sanction or approval of the Appropriate Authorities from India being obtained and/or granted in relation to any of the matters in respect of which such sanction or approval is required.
 - ii. this Scheme being approved by the respective requisite majorities of the various classes of shareholders of the Transferor Company and the Transferee Company if required under the Act and the requisite orders of the Tribunal being obtained;
 - iii. The certified copy of the order of the Tribunal under Sections 230 to 232 and other applicable provisions of the Act sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai by the Transferor Company and with the Registrar of Companies, Ahmedabad at Ahmedabad by Transferee Company;
 - iv. such other approvals and sanctions as may be required by Applicable Law in respect of this Scheme being obtained.

20) Effect of Non Receipt of Approvals/Sanctions

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the Appropriate Authority and / or the Order not being passed as aforesaid within such period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their Board of Directors (and which the Board of Directors of the Transferor Company and Transferee Company are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation) failing which this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

21) Applications

Transferor Company and the Transferee Company, if required shall, with all reasonable dispatch, make applications/ petitions to the Tribunal under Section 230 to 232 and other applicable provisions, of the Act, for sanctioning of this Scheme.

The Transferor Company shall take all necessary steps for sanctioning of this Scheme and for its dissolution without winding up, and apply for and obtain such other approvals, if any, required under the law.

22) Modifications or amendments to the Scheme

- a) Subject to approval of NCLT, the Transferor Company and the Transferee Company, through their respective Board of Directors, may assent from time to time on behalf of all the persons concerned to any modifications or amendments or additions to this Scheme subject to approval of the Tribunal or to any conditions or limitations which the Tribunal and/or any other competent authorities, if any, under the law may deem fit and approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and may resolve all doubts or difficulties that may arise for carrying out this Scheme and do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by their respective Boards of Directors, a Committee of the concerned Board or any Director, authorized in that behalf by the concerned Board of Directors (hereinafter referred to as the 'delegate').
- b) For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate of the Transferor Company or the Transferee Company may give and is hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties in the same manner as if the same were specifically incorporated in this Scheme.

23) Costs, Charges and Expenses

All costs, charges, taxes, including stamp duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.

- 24) In the event of any of the said sanctions and approvals not being obtained and/or the Scheme not being sanctioned by the NCLT, and/or the order or orders not being passed as aforesaid on or before the 31 December 2019 or within such further period or periods as may be agreed upon between Swanston and INOX through their respective Board of Directors, the Scheme shall become null and void and each party shall bear and pay its respective costs, charges and expenses for and/ or in connection with the Scheme.

- 25) Swanston and/or INOX acting through their respective Board of Directors shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority/person is unacceptable to any of them.

THE FEATURES SET OUT ABOVE BEING ONLY THE SALIENT FEATURES OF THE SCHEME OF ARRANGEMENT AND AMALGAMATION, THE EQUITY SHAREHOLDERS OF THE APPLICANT COMPANY ARE REQUESTED TO READ THE ENTIRE TEXT OF THE SCHEME OF ARRANGEMENT AND AMALGAMATION TO GET THEMSELVES FULLY ACQUAINTED WITH THE PROVISIONS THEREOF.

7. Board Meeting, Valuation Report and Fairness Opinion:

- i. The Proposed Scheme was placed before the Board of Directors of the Applicant Company on June 18, 2018 and was approved.
- ii. Valuation Report and Fairness Opinion is not Applicable since, Transferor Company is a wholly owned subsidiary of the Transferee Company, the entire equity share capital of Transferor Company shall stand cancelled and hence no new equity shares will be allotted through the proposed Scheme of Amalgamation.

8. Submissions, Approvals and Other Information:

- i. Pursuant to the SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ("SEBI Circular") read with Regulation 37 of SEBI LODR Regulations, the Applicant Company has filed the draft scheme with BSE and NSE on June 18, 2018 and specific approval of the stock exchanges is not required in case of merger of wholly-owner subsidiary with its holding company.
- ii. Each of the Transferee Company and Transferor Company has made separate applications before the Ahmedabad Bench and Mumbai Bench respectively of the National Company Law Tribunal for the sanction of the Scheme under Sections 230 to 232 of the Companies Act, 2013.

9. Directors, Promoters and Key Managerial Personnel:

- i. The directors of the Transferor Company and the Transferee / Applicant Company and relatives of the aforementioned persons may be deemed to be concerned and / or interested in the Scheme only to the extent of their shareholding directly in the respective companies that are the subject of the Scheme, or to the extent the said persons are interested or involved in any of the companies that are the subject of the Scheme or any entity that directly holds shares in any of the companies.
- ii. Key Managerial Personnel (KMPs) other than Directors and their relatives may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding directly in the respective companies that are the subject of the Scheme.
- iii. Save as aforesaid, none of the Directors and KMPs of the Transferor Company and the Transferee / Applicant Company and their relatives have any material concern or interest, financial and / or otherwise in the Scheme.
- iv. The details of the present Directors and their relatives and Key Managerial Personnel (KMPs) of Transferee / Applicant Company and Transferor Company and their relatives and respective shareholdings in Transferee / Applicant Company and Transferor Company are as follows:

Extent of shareholding of Directors and their relatives and KMPs of INOX Leisure Limited (Transferee/Applicant Company) and their respective holding in the Swanston Multiplex Cinemas Private Limited (Transferor Company) and the Transferee / Applicant Company are as follows: (Considering first holder).

Name of the Director	Designation	Address	Equity Shares in Transferee/ Applicant Company	Equity Shares in Transferor Company
Mr. Pavan Jain	Director	31, Benzer Terrace, A.G.Khan Road, Worli, Mumbai 400018	219,975	-
Mr. Vivek Jain	Director	47, Golf Links, New Delhi 110003	640,445	-
Mr. Siddharth Jain	Director	94, Benzer Terrace, Sea Face Worli, Mumbai 400018	619,965	-
Mr. Deepak Asher	Director	17/1, Utkanth Society, Behind Alkapuri Club, Vadodara 390007	25,000	-
Mr. Haigreave Khaitan	Independent Director	1104, Sterling Seaface, Dr. Annie Besant Road, Worli MUMBAI – 400018	-	-
Mr. Kishore Biyani	Independent Director	406, Jeevan Vihar, Manav Mandir Road, Malabar Hill, Mumbai 400006	-	-
Mr. Amit Jatia	Independent Director	Flat No.1, Ground Floor, Avanti, 67-A, Bhulabhai Desai Road, Mumbai 400026	-	-
Ms. Girija Balakrishnan	Independent Director	Shabari Niwas, Row House D-4 Highland Park, Mulund Colony Road, Mulund (West) Mumbai 400082	-	-

Name of the KMP's	Designation	Equity Shares in Transferee/ Applicant Company	Equity Shares in Transferor Company
Mr. Alok Tandon	Chief Executive Officer	26,920	-
Mr. Kailash Gupta	Chief Financial Officer	-	-
Mr. Parthasarathy Iyengar	Company Secretary	-	-

Name of the Relatives of Directors	Equity Shares in Transferee / Applicant Company	Equity Shares in Transferor Company
Ms. Nayantara Jain	110,000	-
Mr. Devansh Jain	610,060	-

Extent of shareholding of the Directors and their relatives and KMPs of Swanston Multiplex Cinemas Private Limited (Transferor Company) and their respective holding in the Transferee / Applicant Company and Transferor Company are as follows: (Considering first holder)

Name of the Director	Designation	Address	Equity Shares in Transferee/ Applicant Company	Equity Shares in Transferor Company
Mr. Deepak Asher	Director	17/1, Utkanth Society, Behind Alkapuri Club, Vadodara 390007	25,000	-
Mr. Alok Tandon	Director	B-1004, Royal Classic, Andheri Link Road, Andheri (West), Mumbai 400053	26,920	-
Mr. Kailash Gupta	Director	A-1603, Fountain Heights, Akurli Road, Mahindra Gate, No. 4, Lokhandwala Complex, Kandivali, Mumbai 400101	-	-

Name of the KMPs	Equity Shares in Transferee / Applicant Company	Equity Shares in Transferor Company
Not Applicable		

Name of the relatives of Directors	Equity Shares in Transferee / Applicant Company	Equity Shares in Transferor Company
Not Applicable		

v. **Extent of holding of Promoters in the Transferee Company and Transferor Company**

Extent of shareholding of the Promoters of INOX Leisure Limited (Transferee Company) in the Transferee Company / Applicant Company and Transferor Company are as follows: (Considering first holder)

Name of the Promoters / Promoter Group	Address	Equity Shares in Transferee / Applicant Company	Equity Shares in Transferor Company
PROMOTERS:			
Gujarat Fluorochemicals Limited	Survey No 16/3 26 27, Ranjitnagar, Ghoghamba Tal Panchmahal Gujarat – 389380	46,386,467	0
PROMOTER GROUP:			
INOX Leasing And Finance Ltd.	69 Jolly Maker Chambers, II, Nariman Point, Mumbai – 400021	587,461	0

Extent of shareholding of the Promoters of Swanston Multiplex Cinemas Private Limited (Transferor Company) in the Transferee Company / Applicant Company and Transferor Company are as follows: (Considering first holder)

Name of the Promoters	Address	Equity Shares In Transferee / Applicant Company	Equity Shares in Transferor Company
INOX Leisure Limited	ABS Towers, Old Padra Road, Vadodara – 390 007	NA	2,030,000

vi. The pre and post Scheme (expected) shareholding pattern of the Applicant Company as on December 31, 2018, is enclosed as ANNEXURE E to this Notice.

vii. Capital Structure of the Applicant Company - Pre and Post Scheme (Expected)

(a) Pre and Post Scheme capital structure of the Applicant / Transferee Company is as follows:

Description	Pre-Scheme as on December 31, 2018 (expected)		Post- Scheme as on December 31, 2018 (expected)	
Authorized Share Capital:	No. of Shares	Amount Rs.	No. of Shares	Amount Rs.
Equity Shares of Rs. 10/- each	146,050,000	1,460,500,000	149,050,000	1,490,500,000
Preference Shares of Rs. 10/- each	10,000	100,000	10,000	100,000
Issued Share Capital:				
Equity shares of Rs. 10/- each	96,457,754	964,577,540	96,457,754	964,577,540
Preference Shares of Rs. 10/- each	0	0	0	0
Subscribed & Paid Up Share Capital:				
Equity shares of Rs. 10/- each	96,457,754	964,577,540	96,457,754	964,577,540
Preference Shares of Rs. 10/- each	0	0	0	0

(b) Pre-Scheme capital structure of the Transferor Company is mentioned in point 5 of this Explanatory Statement.

10. Statement disclosing details of Arrangement and Amalgamation as per sub-section 3 of Section 230 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016

No.	Particulars	Swanston Multiplex Cinemas Private Limited	INOX Leisure Limited
(i)		Transferor Company	Transferee Company
	<i>Details of the order of the NCLT directing the calling, convening and conducting of the meeting :-</i>		
a	Date of the order	Application has been filed with National Company Law Tribunal Bench, at Mumbai and the matter is yet to be listed	20 th July, 2018
b	Date, time and venue of the meeting	Application has been filed with National Company Law Tribunal Bench, at Mumbai and the matter is yet to be listed	August 31, 2018 11.00 a.m. Maple Hall, Hotel Express Residency, 18/19, Alkapuri Society, Vadodara – 390 007, Gujarat, India

No.	Particulars	Swanston Multiplex Cinemas Private Limited	INOX Leisure Limited
(ii)	Details of the Companies including		
a	Corporate Identification Number (CIN)	U92132MH2001PTC133639	L92199GJ1999PLC044045
b	Permanent Account Number (PAN)	AACFS6295K	AAACI6063J
c	Name of Company	Swanston Multiplex Cinemas Private Limited	INOX Leisure Limited
d	Date of Incorporation	October 11, 2001	November 9, 1999
e	Type of Company	Private	Public
f	Registered Office address	9th Floor, Viraj Towers, Next to Andheri Flyover, Western Express Highway, Andheri (East), Mumbai 400093, Maharashtra, India.	ABS Towers, Old Padra Road, Vadodara – 390 007, Gujarat, India.
	E-mail address	investors@inoxmovies.com	investors@inoxmovies.com
g	Summary of main object as per the memorandum of association; and main business carried on by the Company	“To carry on the business of Agent, Managers, Lessees, Hirers Licensees, Partners of Multiplexes, Studios, theatres, Places of Amusement or entertainments, Music Halls, Cinemas, Picture Places and Concert Halls, Play Pools and Game Parlours, Shopping Arcade and for these purposes construct and/or acquire theatres, sound and recording equipment's and all other Plant and machinery required for purpose of attaining the above object.”	“To carry on the business of operating Multiplex Entertainment Complexes, including cinemas, theatres, family entertainment and amusement centers, food courts, restaurants, and all kinds of business relating to movie exhibition, entertainment, hotel and tourism related industries.”
h	Details of change of name, Registered Office and objects of the Company during the last five years	There is no change of name, registered office and objects of the Company during last five years.	There is no change of name, registered office and objects of the Company during last five years.
i	Name of stock exchange(s) where securities of the Company are listed, if applicable	Unlisted	BSE Limited & National Stock Exchange of India Limited
j	Details of capital structure –Authorized, Issued, subscribed and paid-up share capital	As per Para 5 of the Explanatory Statement and Clause 3.1 of Part I of the Scheme.	As per Para 4 of the Explanatory Statement and Clause 3.2 of Part I of the Scheme.
k	Names of the promoters and directors along with their addresses	As per Para 9 (iv) and (v) of the Explanatory Statement.	As per Para 9 (iv) and (v) of the Explanatory Statement.
(iii)	If the scheme of compromise or arrangement relates to more than one company, the fact and details of any relationship subsisting between such companies who are parties to such scheme of compromise or arrangement, including holding, subsidiary or associate companies	Wholly Owned Subsidiary of the Transferee Company Also refer Para 6(i) of the Explanatory Statement	Holding Company of the Transferee Company Also refer Para 6(i) of the Explanatory Statement
(iv)	The date of board meeting at which the scheme was approved by the board of directors including the name of directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution	June 18, 2018 The meeting was attended by all the Directors (list of directors is as mentioned above in point (ii) (k) and the resolution was passed unanimously.	June 18, 2018 The meeting was attended by all the Directors (list of directors is as mentioned above in point (ii) (k)) except Mr. Pavan Jain and Mr. Vivek Jain and the resolution was passed unanimously.
(v)	<i>Explanatory Statement disclosing details of the scheme of compromise or arrangement including:-</i>		
a	Parties involved in Such compromise or arrangement	SWANSTON MULTIPLEX CINEMAS PRIVATE LIMITED (Transferor Company) INOX LEISURE LIMITED (Transferee Company)	
	In case of amalgamation or merger, appointed Date		
	Appointed Date	April 1, 2018	
	Effective Date	The last of the dates on which the certified or authenticated copy of the orders of the NCLT sanctioning the scheme are filed with the Registrar of Companies by the Transferor Company and the Transferee Company.	
b	Share Exchange Ratio and other considerations, if any	No shares are to be issued to the shareholders of Transferor Company as the Transferor Company is a wholly owned subsidiary of the Transferee Company.	Not Applicable being a Transferee Company.

No.	Particulars	Swanston Multiplex Cinemas Private Limited	INOX Leisure Limited
c	Summary of Valuation report (if applicable) including basis of valuation and fairness opinion of the registered valuer, if any, and the declaration that the valuation report is available for inspection at registered office of the Company	Not Applicable as the Transferor Company is a wholly owned subsidiary of the Transferee Company.	
d	Details of capital or debt restructuring, if any	NIL	
e	Rationale for the compromise or arrangement	Refer Clause B of the Scheme. Also refer Para 6 (ii) of the Explanatory Statement.	
f	Benefits of the compromise or arrangement as perceived by the Board of directors to the company, members, creditors and others (as applicable)	As provided in the rationale for Amalgamation in Clause B of the Scheme and as stated in Para 6 (ii) of the Explanatory Statement.	
g	Amount due to unsecured Creditors as of May 31, 2018	Rs. 36,000/- (since paid)	Rs. 2,37,04,55,464/-
(vi)	Disclosure about effect of the compromise or arrangement on		
a	Key Managerial personnel (KMP) (other than Directors)	No Effect since no KMPs	No Effect
b	Directors	Shall ceased to be Directors	No Effect
c	Promoters	No Effect	No Effect
d	Non-promoter members	Not Applicable being Wholly Owned Subsidiary of the Transferee Company.	No Effect
e	Depositors	No Effect as none of the Companies have accepted any deposits.	
f	Creditors	Creditors, if any, shall become the creditors of the Transferee Company and paid off in the ordinary course of business. Inter-company creditors would get cancelled.	No Effect
g	Debenture holders	No Effect as none of the Companies have issued any debentures.	
h	Deposit trustee & Debenture trustee	No Effect as none of the Companies have any Deposit or Debenture trustees.	
i	Employees of the company	No Effect as there are no employees in the Transferor Company.	No Effect
(vii)	Disclosure about effect of compromise or arrangement on material interest of Directors, Key Managerial Personnel (KMP) and debenture trustee		
	Directors	No material effect of Arrangement and Amalgamation.	
	Key Managerial personnel	No material effect of Arrangement and Amalgamation.	
	Debenture Trustee	Not Applicable as none of the Companies have any debenture trustees.	
(viii)	investigation or proceedings, if any, pending against the company under the Act	NONE	
(ix)	details of the availability of the following documents for obtaining extract from or for making or obtaining copies of or inspection by the members and creditors, namely:		
a	Latest Audited Financial Statements of the Company including consolidated financial statements	Available at Registered Office of the Applicant Company between 11:00 a.m. to 01:00 p.m. on all working days, except Saturdays, Sundays and Public Holidays, up to 1 (one) day prior to the date of the meeting. Additionally for the Transferee Company, they are also available on the respective websites of the Companies and the Stock Exchanges, where their shares are listed.	
b	Copy of the order of Tribunal in pursuance of which the meeting is to be convened or has been dispensed with	Available at Registered Office of the Applicant Company between 11:00 a.m. to 01:00 p.m. on all working days, except Saturdays, Sundays and Public Holidays, up to 1 (one) day prior to the date of the meeting.	
c	Copy of Scheme of Compromise or Arrangement	Enclosed as Annexure A to this Notice. Also available at Registered Office of the Applicant Company between 11:00 a.m. to 01:00 p.m. on all working days, except Saturdays, Sundays and Public Holidays, up to 1 (one) day prior to the date of the meeting. Additionally for the Transferee Company, the Scheme is available on the website of the Transferee Company viz, www.inoxmovies.com .	
d	Contracts or Agreements material to the compromise or arrangement	There were no contracts or agreements material to the Scheme of Amalgamation (merger by absorption).	

No.	Particulars	Swanston Multiplex Cinemas Private Limited	INOX Leisure Limited
e	The certificate issued by the Auditor of the company to the effect that the accounting treatment, if any, proposed in the scheme of compromise or arrangement is in conformity with the Accounting Standards prescribed under Section 133 of the Companies Act, 2013; and	Available at Registered Office of the Applicant Company between 11:00 a.m. to 01:00 p.m. on all working days, except Saturdays, Sundays and Public Holidays, up to 1 (one) day prior to the date of the meeting.	
f	Such other information or documents as the Board or Management believes necessary and relevant for making decision things for or against the scheme	Refer Para 11(iii) of the Explanatory Statement.	
(x)	Details of approvals, sanctions or no-objection(s), if any, from regulatory or any other governmental authorities required, received or pending for the proposed scheme of compromise or arrangement	Not Applicable	Pursuant to the SEBI Circular no. CFD/DIL3/CIR/2017/21 dated March 10, 2017 ("SEBI Circular") read with Regulation 37 of SEBI LODR Regulations, the Applicant Company has filed the draft scheme with BSE and NSE on June 18, 2018 and specific approval of the stock exchanges is not required in case of merger of wholly-owner subsidiary with its holding company.
		<p>Notice under Section 230(5) of Companies Act, 2013 is being given to:</p> <ul style="list-style-type: none"> • The Central Government, Registrar of Companies and Income Tax Authorities in respect of Transferor and Transferee Companies, • Stock Exchange(s) in respect of Transferee Company; and • Official Liquidator in respect of Transferor Company. <p>Approvals, sanctions or representations, if any, are pending from these authorities.</p>	
(xi)	A statement to the effect that the persons to whom the notice is sent may vote in the meeting either in person or by proxies, or where applicable, by voting through electronic means	Members to whom the Notice is sent may vote in the meeting either in person or by proxies, or where applicable, by voting through electronic means.	

11. General:

- i. The rights and interests of the Equity Shareholders, Secured or Unsecured Creditors of Transferor Company and the Transferee / Applicant Company will not be prejudicially affected by the Scheme as no sacrifice or waiver is, at all called from them nor their rights sought to be modified in any manner.
- ii. There are no winding up proceedings pending against the Applicant Company as of date.
- iii. The following additional documents will be open for inspection to the equity shareholders of the Applicant Company at its Registered Office between 11:00 a.m. to 01:00 p.m. on all working days, except Saturdays, Sundays and Public Holidays, up to 1 (one) day prior to the date of the meeting:
 - (a) Papers and proceedings in Company Application CA (CAA) NO. 79/230-232/NCLT/AHM/2018 including certified copy of the Order of the Ahmedabad Bench of the National Company Law Tribunal in the said Company Application directing the convening and holding of the meetings of the equity shareholders of the Applicant Company;
 - (b) Memorandum of Association and Articles of Association of the Transferor Company and the Transferee / Applicant Company;
 - (c) Register of Directors and Shareholders of the Applicant Company;
 - (d) Copies of the resolutions passed by the respective Board of Directors of Transferor Company and the Transferee / Applicant Company dated June 18, 2018 approving the Scheme.
12. A copy of the Scheme, Explanatory Statement and Form of Proxy may be obtained free of charge on any working day (except Saturdays, Sundays and Public Holidays) from the Registered Office of Applicant Company.
13. This statement may be treated as an Explanatory Statement under Section 230 of the Companies Act, 2013 read with Rule 6 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and Section 102 and other applicable provisions of the Companies Act, 2013.

Sd/-

Deepak Asher
Chairman appointed for the meeting

Date: 25th July, 2018

Place: Vadodara

Registered Office:

ABS Towers, Old Padra Road, Vadodara – 390 007, Gujarat, India

SCHEME OF MERGER
SWANSTON MULTIPLEX CINEMAS PRIVATE LIMITED

.... Transferor Company

AND

INOX LEISURE LIMITED

....The Transferee Company

AND

THEIR RESPECTIVE SHAREHOLDERS

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013

This Scheme of Amalgamation (merger by Absorption) is presented under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act 2013 (including any statutory modification or re-enactment or amendment thereof) for merger of Swanston Multiplex Cinemas Private Limited with Inox Leisure Limited and their respective shareholders.

A. Description of the Companies:

Transferor Company

- a. **Swanston Multiplex Cinemas Private Limited**, is a company incorporated under the Companies Act, 1956 with its registered office at 9th floor, Viraj Towers, Next to Andheri flyover Western Express Highway, Andheri East, Mumbai 400093 ("**Transferor Company**" or "**Swanston**") [CIN: U92132MH2001PTC133639]. Swanston was engaged in the business of operating multiplex cinema theatres in India. The Transferor Company is wholly owned subsidiary of the Transferee Company.

Transferee Company

- b. **Inox Leisure Limited**, is a public limited company incorporated under the Companies Act, 1956 with its registered office at ABS Towers Old Padra Road Vadodra, Gujarat 390007 India ("**Transferee Company**" or "**Inox**") [CIN : L92199GJ1999PLC044045]. The Transferee Company is engaged in the business of operating Multiplex Entertainment Complexes including Cinemas, theatres, family entertainment and amusement centers, food courts, restaurants, and all kinds of business relating to movie exhibition, entertainment. The equity shares of the Transferee Company are listed on the BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE").

B. Rationale of the Scheme:

- (i) Swanston Multiplex Cinemas Private Limited is a private limited company incorporated under the provisions of the Companies Act, 1956. Swanston is a wholly owned subsidiary of Inox and was engaged in the business of operating multiplex cinema theatres in India.
- (ii) Inox Leisure Limited is a public limited company incorporated under the provisions of the Companies Act, 1956. The shares of Inox are listed on the BSE Limited and the National Stock Exchange of India Limited. Inox is engaged in the business of owning, operating and managing multiplex cinema theatres in India.
- (iii) The proposed amalgamation will enable more economic and efficient management, control and running of the businesses of the companies concerned.
- (iv) In general, the business of both, Swanston and Inox will be carried on more profitably under the Scheme and the Scheme will contribute in furthering and fulfilling the objects of both Swanston and Inox.
- (v) The proposed amalgamation and vesting of Swanston into Inox, with effect from the Appointed Date, is in the interest of the shareholders, creditors, stakeholders and employees, of both the companies, as it would enable a focused business approach for the maximization of benefits to all stakeholders.

Parts of the Scheme:

The Scheme of Amalgamation is divided into following three parts:

- (i) **Part I** – Deals with the definitions and share capital;
- (ii) **Part II**– Deals with merger of Swanston Multiplex Cinemas Private Limited with Inox Leisure Limited; and
- (iii) **Part III** – Deals with the dissolution of the Transferor Company and General Clauses, Terms and Conditions applicable to the Scheme.

PART I

DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1) Definitions and Interpretation

In this Scheme, unless repugnant to the meaning or context thereof, (i) terms defined in the introductory paragraphs and recitals shall have the same meanings throughout this Scheme and (ii) the following words and expressions, wherever used (including in the recitals and the introductory paragraphs above), shall have the following meanings:

- 1.1. **‘Act’ or ‘the Act’** means the Companies Act, 2013 of India and Rules made thereunder.
- 1.2. **‘Applicable Law(s)’** means any statute, notification, bye laws, rules, regulations, guidelines, rule or common law, policy, code, directives, ordinance, schemes, notices, orders or instructions law enacted or issued or sanctioned by any Appropriate Authority including any modification or re-enactment thereof for the time being in force.
- 1.3. **‘Appointed Date’** For the purpose of this Scheme and for Income Tax Act, 1961, the “Appointed Date” means 1st day of April, 2018;
- 1.4. **‘Appropriate Authority’** means any governmental, statutory, regulatory, departmental or public body or authority of India including Securities and Exchange Board of India, Stock Exchanges, Registrar of Companies, Regional Director, Official Liquidators, the Competition Commission of India and the National Company Law Tribunal.
- 1.5. **“Board of Directors” or “Board”** in relation to the Transferor Company and the Transferee Company, as the case may be, means the board of directors of such company, and shall include a committee duly constituted and authorised or individuals authorized for the purposes of matters pertaining to the amalgamation, this Scheme and/or any other matter relating thereto;
- 1.6. **‘Effective Date’** means the last of the following dates, namely:
 - a. That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 20(a) shall be obtained or passed; or
 - b. That on which all necessary certified copies of orders under the applicable section(s) of the Act shall be duly filed with the concerned Registrar of Companies or
 - c. The Appointed Date;
- 1.7. **“Employees”** means all the permanent employees of the Transferor Companies who are on the pay-roll of the Transferor Company as on the Effective Date;
- 1.8. **“Governmental Authority”** means (i) a national government, political subdivision thereof; (ii) an instrumentality, board, commission, court, or agency, whether civilian or military, of any of the above, however constituted; and (iii) a government-owned/ government-controlled association, organization in the Republic of India;
- 1.9. **‘Scheme’ or ‘the Scheme’ or ‘this Scheme’** means this Scheme of Amalgamation in its present form as submitted to the Tribunal with any modification(s) made under Clause 22 of the Scheme as approved or directed by the Tribunal or such other competent authority, as may be applicable.
- 1.10. **‘SEBI’** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.11. **‘SEBI Circular’** shall mean the circular issued by the SEBI, being Circular **CFD/DIL3/CIR/2017/21** dated March 10, 2017, and any amendments thereof.
- 1.12. **‘Stock Exchanges’** means the BSE Limited and National Stock Exchange of India Limited;
- 1.13. **‘Tribunal’** means the National Company Law Tribunal, Mumbai Bench and Ahmedabad Bench as constituted and authorized as per the applicable provisions of the Companies Act, 2013 for approving any scheme of arrangement, compromise or reconstruction of companies under Section 230 to 240 of the Companies Act, 2013, if applicable.
- 1.14. **“Undertaking”** means all the undertakings and entire business of the Transferor Company as a going concern, including, without limitation:
 - a. all the assets and properties (whether movable or immovable, tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent of whatsoever nature) of the Transferor Company, whether situated in India or abroad, including, without limitation, all land, buildings and structures, offices, residential and other premises, capital work-in-progress, machines and equipments, furniture, fixtures, office equipment, computers, appliances, accessories, power lines, stocks, current assets (including inventories, sundry debtors, bills of exchange, loans and advances), investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash and bank accounts (including bank balances), contingent rights or benefits, benefits of any deposits, earnest monies, receivables, advances or deposits paid by or deemed to have been paid by the Transferor Company, financial assets, benefit of any bank guarantees, performance guarantees and letters of credit, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, tenancies in relation to the office and/or residential properties, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad;
 - b. all permits, quotas, rights, entitlements, industrial and other licences, bids, tenders, letters of intent, expressions of interest, approvals, consents, subsidies, privileges, income tax benefits and exemptions in respect of the profits of the undertaking for the residual period, i.e., for the period remaining as on the Appointed Date out of the total period for which the benefit or exemption is available in law if the amalgamation pursuant to this Scheme does not take place, all other rights including sales tax deferrals and exemptions and other benefits, receivables, and liabilities related thereto, licenses, powers and facilities of every kind, nature and description whatsoever provisions and benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Transferor Company;

- c. all debts, borrowings, obligations, duties and liabilities, both present and future (including deferred tax liabilities, contingent liabilities and the Liabilities and obligations under any licenses or permits or schemes) of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, whether secured or unsecured, whether in Rupees or foreign currency, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Transferor Company; and
- d. all trade and service names and marks, patents, copyrights, designs and other intellectual property rights of any nature whatsoever, books, records, files, papers, engineering and process information, software licenses (whether proprietary or otherwise), drawings, computer programs, manuals, data, catalogues, quotations, sales and advertising material, lists of present and former customers and suppliers, other customer information, customer credit information, customer pricing information and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Transferor Company.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof for the time being in force.

References to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme.

The headings herein shall not affect the construction of this Scheme.

Unless the context otherwise requires:

- i. the singular shall include the plural and vice versa, and references to one gender include all genders.
- ii. references to a person include any individual, firm, body corporate (whether incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives body (whether or not having separate legal personality).
- iii. reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule or regulation as it may, from time to time, be amended, supplemented or re-enacted, or to any law, provision, rule or regulation that replaces it.

2) DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form with or without any modification(s) approved or imposed or directed by the Tribunal or made as per the Scheme, shall be effective from the Appointed Date but shall be operative from the Effective Date.

Any references in the Scheme to 'upon the Scheme becoming effective' or 'effectiveness of the Scheme' shall mean the Effective Date.

3) SHARE CAPITAL

3.1. The share capital of Transferor Company as at March 31, 2018 is as under:

Particulars	Amount (₹)
Authorized Capital	
3,000,000 shares of ₹ 10 each	30,000,000
Total	30,000,000
Issued, subscribed and fully Paid up	
2,030,000 shares of ₹ 10 each	20,300,000
Total	20,300,000

The equity shares of the Transferor Company are not listed on any Stock Exchange.

Subsequent to March 31, 2018 and up to the date of approval of this Scheme by the Board of Transferor Company, there has been no change in the stated capital of Transferor Company. The entire share capital of the Transferor Company is held by the Transferee Company. The Transferor Company is 100% subsidiary of the Transferee Company.

There are no existing commitments, obligations or arrangements by the Transferor Company as on the date of sanction of this Scheme by the Board of Directors to issue any further shares or convertible securities.

3.2. The share capital of Transferee Company as at March 31, 2018 is as under:

Particulars	Amount (₹)
Authorized Capital	
146,050,000 Equity Shares of ₹ 10 each	1,460,500,000
10,000 preference shares of ₹ 10 each	100,000
Total	1,460,600,000
Issued, Subscribed and fully Paid – up	
96,457,754 Equity Shares of ₹ 10 each	96,45,77,540
Less: 295,001 equity shares of ₹ 10 each issued to ESOP Trust but not allotted to employees	(29,50,010)
Adjusted issued, paid-up and subscribed capital	96,16,27,530

The equity shares of the Transferee Company are listed on BSE and NSE. Subsequent to March 31, 2018 and up to the date of approval of this Scheme by the Board of the Transferee Company, there has been no change in the Authorised Share Capital, issued, subscribed and paid-up share capital of the Transferee Company.

There are no existing commitments, obligations or arrangements by the Transferee Company as on the date of approval of this Scheme by the Board of Directors to issue any further shares or convertible securities except issue of shares on exercise of stock options granted under any of its existing employee stock option schemes.

PART II

MERGER OF SWANSTON WITH INOX

Section 1 – Transfer and vesting

- 4) Upon the coming into effect of this Scheme and with effect from the Appointed Date, pursuant to the sanction of this Scheme by the Tribunal and pursuant to the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, the Undertaking of the Transferor Company shall be and stand vested in or be deemed to have been vested in the Transferee Company, as a going concern without any further act, instrument, deed, matter or thing so as to become, as and from the Appointed Date, the undertaking of the Transferee Company by virtue of and in the manner provided in this Scheme.
- 5) ***Vesting of Assets***
- a. Without prejudice to the generality of Clause 4 above, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the estate, assets, properties, rights, claims, title, interest and authorities including accretions and appurtenances comprised in the Undertaking of whatsoever nature and where so ever situate shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions of Applicable Law, if any, without any further act or deed, be and stand transferred to and vested in the Transferee Company and/or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the estate, assets, properties, rights, claims, title, interest and authorities of the Transferee Company.
 - b. Without prejudice to the provisions of Clause 5(a) above, in respect of such of the assets and properties of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of vesting or transfer by delivery or possession, or by endorsement and/or delivery, the same shall stand so transferred or vested by the Transferor Company upon the coming into effect of this Scheme, and shall, become the assets and property of the Transferee Company with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act, without requiring any deed or instrument of conveyance for transfer or vesting of the same.
 - c. In respect of such of the assets and properties belonging to the Transferor Company (other than those referred to in Clause (b) above) including sundry debtors, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any government, quasi government, local or other authority or body or with any company or other person, the same shall stand transferred to and vested in the Transferee Company and/or be deemed to have been transferred to and vested in the Transferee Company, without any further act, instrument or deed, cost or charge and without any notice or other intimation to any third party, upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
 - d. All assets, rights, title, interest, investments and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets, rights, title, interest, investments and properties, which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest, investments and properties of the Transferee Company, and shall under the provisions of Sections 230 to 234 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.
 - e. All the profits or income taxes (including advance tax, tax deducted at source, Foreign Tax Credits and MAT credit) or any costs, charges, expenditure accruing to the Transferor Company or expenditure or losses arising or incurred or suffered by the Transferor Company shall for all purpose be treated and be deemed to be and accrue as the profits, taxes(namely Advance tax , Tax deducted at source & Foreign Tax Credits), tax losses, MAT Credit, income costs, charges, expenditure or losses of Transferee Company, as the case may be.
 - f. All the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether on, before or after the Appointed Date, including income tax benefits and exemptions, shall, under the provisions of Sections 230 to 232 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in and/or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become the licenses, permits, registrations, quotas, entitlements, approvals, permissions, registrations, incentives, tax deferrals, exemptions and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.
 - g. In so far as the various incentives, entertainment tax exemption and benefits, service tax benefits, subsidies, grants, special status and other benefits or privileges enjoyed, granted by any Appropriate Authority, or availed of by SMCPPL are concerned, the same shall, without any further act or deed, vest with and be available to INOX on the same terms and conditions on and from the Effective Date.
- 6) ***Contracts, Deeds etc.***
- a. Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, insurance, letters of Intent, undertaking, policies and other instruments of whatsoever nature, to which the Transferor Company is a party or to the benefit of which Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company concerned, the Transferee Company had been a party or beneficiary or oblige thereto or thereunder.

- b. Without prejudice to the other provisions of this Scheme and notwithstanding that vesting of the Undertaking occurs by virtue of this Scheme itself, the Transferee Company may, at any time after the coming into effect of this Scheme, in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, after the Effective Date, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.
- c. Without prejudice to the generality of the foregoing, upon the coming into effect of this Scheme and with effect from the Appointed Date, all consents, permissions, licences, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company.

7) Transfer and Vesting of Liabilities

- a. Upon the coming into effect of this Scheme and with effect from the Appointed Date all debts and liabilities of the Transferor Company including all secured and unsecured debts (in whatsoever currency), liabilities (including contingent liabilities), duties and obligations of the Transferor Company of every kind, nature and description whatsoever whether present or future, and howsoever arising, along with any charge, encumbrance, lien or security thereon (herein referred to as the "Liabilities") shall, pursuant to the sanction of this Scheme by the Tribunal and under the provisions of Sections 230 to 232 of the Act and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, to the extent they are outstanding on the Effective Date so as to become as and from the Appointed Date the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such Liabilities have arisen in order to give effect to the provisions of this Clause 7.
- b. Where any such debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date have been discharged by such Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.
- c. All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Company on or after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 230 to 232 of the Act, without any further act, instrument or deed be stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans and liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- d. Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time from the Appointed Date to the Effective Date become due between the Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and the appropriate effect shall be given in the books of accounts and records of the Transferee Company.

8) Encumbrances

- a. The transfer and vesting of the assets comprised in the Undertaking to the Transferee Company under Clause 5 and Clause 6 of this Scheme shall be subject to the Encumbrances, if any, affecting the same as hereinafter provided.
- b. All Encumbrances, if any, existing prior to the Effective Date over the assets of the Transferor Company shall, after the Effective Date, without any further act, instrument or deed, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date, provided that if any of the assets of the Transferor Company have not been Encumbered, such assets shall remain unencumbered and the existing Encumbrance referred to above shall not be extended to and shall not operate over such assets. Further, such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above.
- c. The existing Encumbrances over the other assets and properties of the Transferee Company or any part thereof which relate to the Liabilities of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.
- d. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to the Transferor Company and their respective assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.
- e. Upon the coming into effect of this Scheme, the Transferee Company shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of this Scheme.

- f. It is expressly provided that, save as herein provided, no other term or condition of the Liabilities transferred to the Transferee Company is amended by virtue of this Scheme except to the extent that such amendment is required statutorily.
- g. The provisions of this Clause 8 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings or the terms of sanction or issue or any security document shall stand modified and/or superseded by the foregoing provisions.

9) Employees of Transferor Company

- a. Upon the coming into effect of this Scheme, all Employees of the Transferor Company shall, become the employees of the Transferee Company, on same terms and conditions and shall not be less favorable than those on which they are engaged by the Transferor Company and without any interruption of or break in service as a result of the amalgamation of the Transferor Company with the Transferee Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the past services of such Employees with the Transferor Company and such benefits to which the Employees are entitled in the Transferor Company shall also be taken into account, and paid (as and when payable) by the Transferee Company.
- b. It is clarified that save as expressly provided for in this Scheme, the Employees who become the employees of the Transferee Company by virtue of this Scheme, shall not be entitled to the employment policies and shall not be entitled to avail of any schemes and benefits (including employee stock options) that may be applicable and available to any of the other employees of the Transferee Company (including the benefits of or under any employee stock option schemes applicable to or covering all or any of the other employees of the Transferee Company), unless otherwise determined by the Transferee Company. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into or deemed to have been entered into by the Transferor Company with any employee of the Transferor Company.
- c. Insofar as the provident fund, gratuity fund, superannuation fund, retirement fund and any other funds or benefits created by the Transferor Company for its Employees or to which the Transferor Company is contributing for the benefit of its Employees (collectively referred to as the "Funds") are concerned, the Funds or such part thereof as relates to the Employees (including the aggregate of all the contributions made to such Funds for the benefit of the Employees, accretions thereto and the investments made by the Funds in relation to the Employees) shall be transferred to the Transferee Company and shall be held for the benefit of the concerned Employees. In the event the Transferee Company has its own funds in respect of any of the employee benefits referred to above, the Funds shall, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be merged with the relevant funds of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above or if deemed appropriate by the Transferee Company, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time that the Transferee Company creates its own funds, at which time the Funds and the investments and contributions pertaining to the Employees shall be merged with the funds created by the Transferee Company.
- d. In relation to those Employees for whom the Transferor Company is making contributions to the government provident fund or other employee benefit fund, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye laws, etc. in respect of such Employees, such that all the rights, duties, powers and obligations of the Transferor Company as the case may be in relation to such schemes/ Funds shall become those of the Transferee Company.

10) Legal, Taxation and other Proceedings

- a. Upon the coming into effect of this Scheme, all suits, actions, and other proceedings including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company pending on the Effective Date shall be continued and/ or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been instituted by or against the Transferee Company.
- b. If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company is pending, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of or by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may be continued, prosecuted and enforced by or against Transferee Company, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.
- c. In case of any litigation, suits, recovery proceedings which are to be initiated or may be initiated against the Transferor Company, Transferee Company shall be made party thereto and any payment and expenses made thereto shall be the liability of Transferee Company.
- d. Without prejudice to the provisions of Clauses 4) to 10), with effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.

Section 2 – Conduct of Business

- 11) From the date on which the Boards of Directors of the Transferor Company and the Transferee Company approve this Scheme until the Effective Date:
 - a. the Transferor Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of all its estates, assets, rights, title, interest, authorities, contracts and investments for and on account of, and in trust for, the Transferee Company;
 - b. The Transferor Company shall carry on their business and activities with due business prudence and diligence and shall not, without prior written consent of the Transferee Company or pursuant to any preexisting obligation, sell transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with any part of its assets nor incur or accept or acknowledge any debt, obligation or liability except as is necessary in the ordinary course of business.

- c. all profits and income accruing or arising to the Transferor Company, and losses and expenditure arising or incurred by them (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company;
- d. any of the rights, powers, authorities or privileges exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for and as an agent of the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken for and on behalf of and as an agent for the Transferee Company; and
- e. all taxes (including, without limitation, income tax, sales tax, service tax, VAT, Central Goods and Service Tax law (CGST), State Goods and Service Tax law (SGST) and Integrated Goods and Service Tax law (IGST) etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, income tax, sales tax, service tax, VAT, CGST, SGST, IGST etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Transferor Company with effect from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.
- f. Pending sanction of the Scheme, the Transferor Company shall not, except by way of issue of shares / convertible debentures to the Transferee Company, increase their capital (by fresh issue of shares, convertible debentures or otherwise).

Section 3 – Consideration and Cancellation of share capital of Transferor Company

- 12) As Swanston is a wholly-owned subsidiary of Inox, the entire issued, subscribed and paid up share capital of Swanston is held by Inox. Upon amalgamation, Inox would not be required to issue and allot any shares to the shareholders of Swanston.
- 13) Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the holding of the wholly owned subsidiary of the Transferee Company in the Transferor Company and the stated capital/issued and paid-up capital of the Transferor Company shall stand cancelled on the Effective Date.

Section 4 - Increase in Authorised Share Capital of Transferee Company

- 14) As a part of this Scheme, and, upon the coming into effect of this Scheme, the authorised share capital of the Transferee Company shall automatically stand increased, without any further act, instrument or deed on the part of the Transferee Company including payment of stamp duty and fees payable to Registrar of Companies, by the aggregate authorised share capital of the Transferor Company.
- 15) Clause V of the Memorandum of Association and Article 3 of the Articles of Association of Inox (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 13, 14 and 61 of the Companies Act, 2013 and Section 233 and other applicable provisions of the Companies Act, 2013 as the case may be and be replaced by the following clause:

“Authorised Share Capital of the Company is Rs 1,49,06,00,000 (Rupees One Hundred Forty Nine Crore and Five lacs) divided into 14,90,50,000 (Fourteen Crore Ninety Lacs Fifty Thousand) Equity Shares of Rs 10 (Rupees Ten only) each and 10,000 (Ten Thousand) Preference Shares of Rs 10 (Rupees Ten only) each with power to increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or condition as may be determined by or in accordance with the Articles of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of the Company and the legislative provisions for the time being in force.”

- 16) It is clarified that for the purposes of Clause 14 and 15 above, the stamp duties and fees (including registration fee) paid on the authorised share capital of the Transferor Company shall be utilized and applied to the increased authorised share capital of the Transferee Company and there would be no requirement for any further payment of stamp duty and/or fee (including registration fee) by the Transferee Company for increase in the authorised share capital to that extent. The Transferee Company shall file requisite forms with the concerned Registrar of Companies. It is clarified that upon approval of the Scheme by the Regional Director/Central Government, Inox shall not be required to seek separate consent/ approval of its shareholders for the alteration of the Memorandum and Articles of Association of Inox as required under Section 13 and other applicable provisions of the Act.

17) Dividends

- a. Swanston and Inox shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date but only consistent with the past practice, or in the ordinary course. The dividend, if any, shall be declared by Swanston only with the prior written consent of the Board of Directors of Inox.
- b. On and from the Effective Date the profits of Swanston, for the period beginning from the Appointed Date, shall belong to and be the profits of Inox and will be available to Inox for being disposed of in any manner as it thinks fit.
- c. It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of Swanston and/or Inox to demand or claim any dividends which, subject to the provisions of the said Act, shall be entirely at the discretion of the Board of Directors of Inox, subject to such approval of the shareholders, as may be required.

PART III

DISSOLUTION OF TRANSFEROR COMPANY, GENERAL

CLAUSES, TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

18) Accounting and Tax Treatment

a. Applicability of provisions of Income Tax Act

- i. The provisions of this Scheme as they relate to the amalgamation of Transferor Company with Transferee Company has been drawn up to comply with the conditions relating to 'amalgamation' as defined under Section 2(1B) of the (Indian) Income-tax Act, 1961 (hereinafter referred to as Income Tax Act). If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act. Such modification will, however, not affect the other parts of the Scheme.
- ii. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act (including for minimum alternate tax purposes and tax benefits), service tax law, CGST, SGST, IGST and other tax laws and to claim refunds and/or credits for taxes paid (including minimum alternate tax), and to claim tax benefits under the Income Tax Act and other tax laws (including STPI or SEZ benefits) etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme.

b. Accounting Treatment

Notwithstanding anything to the contrary herein, upon this Scheme becoming effective, the Transferee Company shall give effect to the accounting treatment in the books of accounts in accordance with the accounting standards specified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, or any other relevant or related requirement under the Act, as applicable on the Appointed Date.

The Transferor Company and Transferee Company both being entities under common control, the accounting would be done at book values for the all the assets and liabilities acquired by the Transferee Company of the Transferor Company by applying the principles as set out in Appendix C of IND AS 103 'Business Combinations which would inter alia include the followings:

- (i) In the books of accounts of Inox, the accounting treatment on merger will be done as per pooling of interest method as Swanston is a wholly owned subsidiary of Inox.
- (ii) The assets and liabilities of Swanston shall be reflected at their carrying amounts in the books of Inox.
- (iii) The share capital of Swanston held by Inox shall be cancelled against the investment by Inox into equity shares of Swanston.
- (iv) The balance of the retained earnings appearing in the financial statements of the Swanston shall be aggregated with the corresponding balance appearing in the financial statements of Inox. Alternatively, it may be transferred to General Reserve, if any.
- (v) The identity of the reserves shall be preserved and shall appear in the financial statements of Inox in the same form in which they appeared in the financial statements of Swanston.

c. Tax

- i. Upon the Scheme coming into effect, all taxes (direct and/or indirect)/ cess/ duties payable by or on behalf of the Transferor Company from the Appointed Date onwards including all or any refunds and claims, including refunds or claims pending with any Governmental Authority and including the right to claim credit for minimum alternate tax and carry forward of accumulated losses, and unutilized CENVAT credit, VAT credit, input tax credit for CGST SGST and IGST etc shall, for all purposes, be treated as the tax/ cess/ duty, liabilities or refunds, claims, accumulated losses and unutilized CENVAT credits, VAT credit, CGST, SGST and IGST credits and rights to claim credit or refund etc of the Transferee Company. Accordingly, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns, wealth tax returns, sales tax returns, excise and CENVAT returns, service tax returns, other statutory returns, CGST returns, SGST returns, IGST returns and to claim refunds/ credits, pursuant to the provisions of this Scheme.
- ii. The Transferee Company shall also be permitted to claim refunds / credits in respect of any transaction between the Transferor Company and the Transferee Company. Without prejudice to the generality of Clause 16) c) i) above, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its income tax returns and related withholding tax certificates, including withholding tax certificates relating to transactions between the Transferor Company and the Transferee Company, and to claim refunds, advance tax and withholding tax credits, benefit of credit for minimum alternate tax and carry forward of accumulated losses etc., pursuant to the provisions of this Scheme.
- iii. The withholding tax/ advance tax/ minimum alternate tax, if any, paid by the Transferor Company under the Income Tax Act, 1961 or any other statute in respect of income of the Transferor Company assessable for the period commencing from the Appointed Date shall be deemed to be the tax deducted from/advance tax paid by the Transferee Company and credit for such withholding tax/advance tax/minimum alternate tax shall be allowed to the Transferee Company notwithstanding that certificates or challans for withholding tax/advance tax are in the name of the Transferor Company and not in the name of the Transferee Company.
- iv. The service tax, VAT under the pre – GST regime and in the GST regime, CGST, SGST and IGST paid by the Transferor Company under the Finance Act, 1994 and/ or Central Goods and Service Tax Act, Integrated Goods and Service Tax Act and Union Territory Goods and Service Tax Act in respect of services provided by the Transferor Company for the period commencing from the Appointed Date shall be deemed to be the service tax, CGST, SGST, IGST paid by the Transferee Company and credit

for such service tax CGST, SGST, IGST shall be allowed to the Transferee Company notwithstanding that challans for service tax payments, CGST payment, SGST payment, IGST payment are in the name of the Transferor Company and not in the name of the Transferee Company.

19) Resolutions

- a. Upon the coming into effect of this Scheme, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

Upon the coming into effect of this Scheme, the borrowing limits of the Transferee Company in terms of Section 181 of the Act shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Company which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

20) Savings of concluded transactions

- a. The transfer and vesting of undertaking under Clause 4 above and the continuance of proceedings by or against the Transferee Company under clause 10 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

21) Dissolution of the Transferor Company

- a. Upon the coming into effect of this Scheme, the Transferor Company shall stand dissolved without winding-up without any further act or deed
- b. Even after the Scheme becoming effective, the Transferee Company shall be entitled to operate all bank accounts relating to Transferor Company and realize all monies and complete and enforce all pending contracts and transactions in the name of Transferor Company insofar as may be necessary until the transfer and vesting of rights and obligations of the Transferor Company to the Transferee Company under this scheme is formally effected by the parties concerned.

22) Conditions Precedent

- a. The effectiveness of the Scheme is conditional upon and subject to:
 - i. The requisite sanction or approval of the Appropriate Authorities from India being obtained and/or granted in relation to any of the matters in respect of which such sanction or approval is required.
 - ii. this Scheme being approved by the respective requisite majorities of the various classes of shareholders of the Transferor Company and the Transferee Company if required under the Act and the requisite orders of the Tribunal being obtained;
 - iii. The certified copy of the order of the Tribunal under Sections 230 to 232 and other applicable provisions of the Act sanctioning the Scheme being filed with the Registrar of Companies, Maharashtra at Mumbai by the Transferor Company and with the Registrar of Companies, Ahmedabad at Ahmedabad by Transferee Company;
 - iv. such other approvals and sanctions as may be required by Applicable Law in respect of this Scheme being obtained.

23) Effect of Non Receipt of Approvals/Sanctions

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the Appropriate Authority and / or the Order not being passed as aforesaid within such period or periods as may be agreed upon between the Transferor Company and the Transferee Company by their Board of Directors (and which the Board of Directors of the Transferor Company and Transferee Company are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation) failing which this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

24) Applications

Transferor Company and the Transferee Company, if required shall, with all reasonable dispatch, make applications/ petitions to the Tribunal under Section 230 to 232 and other applicable provisions, of the Act, for sanctioning of this Scheme.

The Transferor Company shall take all necessary steps for sanctioning of this Scheme and for its dissolution without winding up, and apply for and obtain such other approvals, if any, required under the law.

25) Modifications or amendments to the Scheme

- a) Subject to approval of NCLT, the Transferor Company and the Transferee Company, through their respective Board of Directors, may assent from time to time on behalf of all the persons concerned to any modifications or amendments or additions to this Scheme subject to approval of the Tribunal or to any conditions or limitations which the Tribunal and/or any other competent authorities, if any, under the law may deem fit and approve of or impose and which the Transferor Company and the Transferee Company may in their discretion deem fit and may resolve all doubts or difficulties that may arise for carrying out this Scheme and do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect. The aforesaid powers of the Transferor Company and the Transferee Company may be exercised by their respective Boards of Directors, a Committee of the concerned Board or any Director, authorized in that behalf by the concerned Board of Directors (hereinafter referred to as the 'delegate').

- b) For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate of the Transferor Company or the Transferee Company may give and is hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties in the same manner as if the same were specifically incorporated in this Scheme.

26) Costs, Charges and Expenses

All costs, charges, taxes, including stamp duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.

- 27) In the event of any of the said sanctions and approvals not being obtained and/or the Scheme not being sanctioned by the NCLT, and/or the order or orders not being passed as aforesaid on or before the 31 December 2019 or within such further period or periods as may be agreed upon between Swanston and Inox through their respective Board of Directors, the Scheme shall become null and void and each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.
- 28) Swanston and/or Inox acting through their respective Board of Directors shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority/person is unacceptable to any of them.

Report adopted by the Board of Directors of INOX Leisure Limited on the Draft Scheme of Amalgamation (Merger by Absorption) ("Scheme") of Swanston Multiplex Cinemas Private Limited ("Transferor Company") with INOX Leisure Limited ("Transferee Company") and their respective shareholders pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013.

1. Background:

- i. A Meeting of the Board of Directors ('Board') of Swanston Multiplex Cinemas Private Limited ("the Transferor Company" or "SMCPL") was held on 18th June 2018 to consider and recommend the proposed Scheme of Amalgamation (Merger by absorption) of Swanston Multiplex Cinemas Private Limited ("the Transferor Company" or "SMCPL") with INOX Leisure Limited ("the Transferee Company" or "INOX") and their respective shareholders ("the Scheme") to be implemented as per the terms specified in the scheme.
- ii. The provisions of Section 232(2)(c) of Companies Act, 2013 requires the Board of Directors to adopt a report explaining the effect of the Scheme of Merger (By Absorption) on each class of Shareholders, Key Managerial Personnel, Promoters and non-promoter Shareholders and the same is required to be appended with the Notice of the Meeting of Shareholders. This report of the Board is made in order to comply with the requirements of Section 232(2)(c) of Companies Act, 2013.
- iii. This report is made by the Board after perusing inter alia the following necessary documents ('Documents'):
 - a) Draft Scheme of Merger (By Absorption) initialled by the Director for the purposes of identification.
 - b) Memorandum of Association and Articles of Association of the Transferor and Transferee Company.
 - c) Audited accounts of the Transferor and Transferee Company as on 31st March, 2018,

2. BOARD REPORT

Based on review of the Draft Scheme of Merger (By Absorption) and the above-mentioned documents, the Board has formed the opinion that:

- i. Since SMCPL is a wholly owned subsidiary of INOX and the entire paid up share capital of the SMCPL is held by the INOX and its nominee, as a result of the proposed Merger (By Absorption), the shares of SMCPL held by INOX will stand cancelled and there shall be no issuance of shares or payment of any consideration by INOX to the shareholders of SMCPL.
- ii. As the entire undertaking of SMCPL shall stand transferred to INOX, the rights and interests of the shareholders and / or the creditors of SMCPL shall not be affected and the Scheme shall also not be prejudicial to the interest of the shareholders and / or creditors of INOX.
- iii. The proposed Merger (By Absorption) would inter alia have the following benefits:
 - (i) It will enable more economic and efficient management, control and running of the businesses of the companies concerned.
 - (ii) In general, the business of both, SMCPL and INOX, will be carried on more profitably under the Scheme and the Scheme will contribute in furthering and fulfilling the objects of both SMCPL and INOX.
 - (iii) The proposed amalgamation and vesting of SMCPL into INOX, with effect from the Appointed Date, is in the interest of the shareholders, creditors, stakeholders and employees, of both the companies, as it would enable a focused business approach for the maximization of benefits to all stakeholders.
- iv. Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, and SEBI Circular No. CFD/DIL3/CIR/2017/21 dated March 10, 2017, is not applicable to the Transferor Company since it an Unlisted Company.
- v. Since there shall be no payment of consideration or issuance of shares by INOX, the proposed Scheme of Merger (By Absorption) does not entitle the Promoter/Promoter Group, related parties of the Promoter/Promoter Group, associates of the Promoter/Promoter Group, subsidiaries of the Promoter/Promoter Group to any additional shares or any special benefits.
- vi. The effect of the proposed Scheme of Amalgamation on the stakeholders of the Company would be as follows:

Effect of the Scheme on:

(a)	shareholders	No impact
(b)	key managerial personnel	No impact
(c)	Directors	No impact
(d)	promoters	No impact
(e)	non-promoter members	No impact
(f)	depositors	No impact
(g)	Creditors	No impact
(h)	debenture holders	No impact
(i)	deposit trustee and debenture trustee	No impact
(j)	employees of the Company	No impact

- vii. In the opinion of the Board, the said scheme will be of advantage and beneficial to the Company, its Shareholders, Creditors and other Stakeholders and the terms thereof are fair and reasonable. It is for these reasons that the Board of Directors of INOX approved the Scheme at their meeting held on 18th June, 2018.

For and on behalf of the Board of Directors of INOX Leisure Limited

Parthasarathy Iyengar
Company Secretary

Place: Mumbai

Date: 18th June, 2018

Report adopted by the Board of Directors of Swanston Multiplex Cinemas Private Limited ("the Company") on the Draft Scheme of Amalgamation (Merger by Absorption) ("Scheme") of Swanston Multiplex Cinemas Private Limited ("Transferor Company") with INOX Leisure Limited ("Transferee Company") and their respective shareholders pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013.

1. Background:

- i. A Meeting of the Board of Directors ('Board') of INOX Leisure Limited ("the Transferee Company" or "INOX") is scheduled to be held on 18th June 2018 to consider and recommend the proposed Scheme of Amalgamation (Merger by absorption) of the Company with INOX and their respective shareholders ("the Scheme") to be implemented as per the terms specified in the scheme.
- ii. The provisions of Section 232(2)(c) of Companies Act, 2013 requires the Board of Directors to adopt a report explaining the effect of the Scheme of Merger (By Absorption) on each class of Shareholders, Key Managerial Personnel, Promoters and non-promoter Shareholders and the same is required to be appended with the Notice of the Meeting of Shareholders. This report of the Board is made in order to comply with the requirements of Section 232(2)(c) of Companies Act, 2013.
- iii. This report is made by the Board after perusing inter alia the following necessary documents ('Documents'):
 - a) Draft Scheme of Merger (By Absorption) initialled by the Director for the purposes of identification.
 - b) Memorandum of Association and Articles of Association of the Transferor and Transferee Company.
 - c) Audited accounts of the Transferor and Transferee Company as on 31st March, 2018,

2. BOARD REPORT

Based on review of the Draft Scheme of Merger (By Absorption) and the above-mentioned documents, the Board has formed the opinion that:

- i. Since the Company is a wholly owned subsidiary of INOX and the entire paid up share capital of the Company is held by the INOX and its nominee, as a result of the proposed Merger (By Absorption), the shares of the Company held by INOX will stand cancelled and there shall be no issuance of shares or payment of any consideration by INOX to the shareholders of the Company.
- ii. As the entire undertaking of the Company shall stand transferred to INOX, the rights and interests of the shareholders and / or the creditors of the Company shall not be affected and the Scheme shall also not be prejudicial to the interest of the shareholders and / or creditors of the Company.
- iii. The proposed Merger (By Absorption) would inter alia have the following benefits:
 - (i) It will enable more economic and efficient management, control and running of the businesses of the companies concerned.
 - (ii) In general, the business of both, the Company and INOX, will be carried on more profitably under the Scheme and the Scheme will contribute in furthering and fulfilling the objects of both the Company and INOX.
 - (iii) The proposed amalgamation and vesting of the Company into INOX, with effect from the Appointed Date, is in the interest of the shareholders, creditors, stakeholders and employees, of both the companies, as it would enable a focused business approach for the maximization of benefits to all stakeholders.
- v. Since there shall be no payment of consideration or issuance of shares by INOX, the proposed Scheme of Merger (By Absorption) does not entitle the Promoter/Promoter Group, related parties of the Promoter/Promoter Group, associates of the Promoter/Promoter Group, subsidiaries of the Promoter/Promoter Group to any additional shares or any special benefits.
- vi. The effect of the proposed Scheme of Amalgamation on the stakeholders of the Company would be as follows:

Effect of the Scheme on:

(a) Shareholders	No impact since wholly owned subsidiary of Transferee Company
(b) key managerial personnel (KMP)	No impact since company has no KMPs.
(c) Directors	Shall cease to be Directors.
(d) Promoters	No impact
(e) non-promoter members	Not applicable since wholly owned subsidiary of Transferee Company
(f) Depositors	No impact
(g) Creditors	Creditors if any shall become Creditors of Transferee Company
(h) debenture holders	No impact
(i) deposit trustee and debenture trustee	No impact
(j) employees of the Company	No impact as there are no employees.

- vii. In the opinion of the Board, the said scheme will be of advantage and beneficial to the Company, its Shareholders, Creditors and other Stakeholders and the terms thereof are fair and reasonable. It is for these reasons that the Board of Directors of the Company approved the Scheme at their meeting held on 18th June, 2018.

For and on behalf of the Board of Directors of Swanston Multiplex Cinemas Private Limited

Kailash Gupta
Director

Place: Mumbai

Date: 18th June, 2018



ANNEXURE - D

18th June, 2018

To,
The Secretary
BSE Limited
P J Towers,
Dalal Street,
Mumbai – 400 001

The Manager
National Stock Exchange of India Limited
Exchange Plaza, 5th Floor, Plot No. C/1,
G Block, Bandra-Kurla Complex,
Bandra (East), Mumbai – 400 051

Stock Code: 532706

Stock Code: INOXLEISUR

Dear Sir / Madam,

Sub: Disclosure under Regulation 37 (6) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Scheme of Merger.

Pursuant to Regulation 37 (6) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that the Board of Directors of the Company at its Meeting held today i.e. 18th June, 2018, have approved a Scheme of Merger (Said Scheme) of Swanston Multiplex Cinemas Private Limited (Wholly owned Subsidiary Company) ("Transferor Company") with INOX Leisure Limited ("Transferee Company").

In compliance with the Regulation 37(6) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, a copy of the said Scheme is attached herewith for your records.

Thanking you.

Yours faithfully,
For INOX Leisure Limited



Kailash B. Gupta
Chief Financial Officer

INOX LEISURE LTD.

5th Floor, Viraj Towers, Next to Andheri Flyover, Western Express Highway, Andheri (East), Mumbai 400 093, India.
Tel (91 22) 4062 6900 • Fax : (91 22) 4062 6999 • E: contact@inoxmovies.com • www.inoxmovies.com

Registered Office : ABS Towers, Old Padra Road, Vadodara 390 007 • Tel (91 265) 6198111 • Fax (91 265) 2310312 • CIN: L92199GJ1999PLC044045



PRE MERGER (BY ABSORPTION) SHAREHOLDING PATTERN OF INOX LEISURE LIMITED

Description	Pre-Scheme	
Authorized Share Capital:	No. of Shares	Amount Rs.
Equity Shares of Rs.10/- each	146,050,000	1,460,500,000
Preference Shares of Rs. 10/- each	10,000	100,000
Issued, Subscribed & Paid Up Share Capital:		
Equity shares of Rs. 10/- each	96,457,754	964,577,540
Preference Shares of Rs. 10/- each	0	0
TOTAL	96,457,754	964,577,540

Shareholding Pattern of Equity Shareholders

Category Code	Category of shareholder	Number of Shareholders	Total number of Shares	Percentage
(A)	Promoter & Promoter Group:			
(1)	Indian:			
(a)	Individuals / Hindu Undivided Family	-	-	-
(b)	Central Government / State Government(s)	-	-	-
(c)	Bodies Corporate	-	-	-
(d)	Financial Institutions / Banks	-	-	-
(e)	Any Other (Specify)	-	-	-
	GUJARAT FLUOROCEMICALS LTD	1	4,63,86,467	48.09
	INOX LEASING AND FINANCE LTD.	1	5,87,461	0.61
	Sub Total (A) (1)	2	4,69,73,928	48.70
(2)	Foreign	-	-	-
	Sub Total (A) (2)	2	4,69,73,928	48.70
	Total Shareholding of Promoter and Promoter Group (A) = (A) (1)+ (A) (2)	2	4,69,73,928	48.70
(B)	Public Shareholding	37,201	4,91,93,825	51.00
(C)	Non Promoter-Non Public Shareholding:			
(C)(1)	Shares underlying DRs	-	-	-
(C)(2)	Shares held by Employee Trust	1	2,90,001	0.30
	Total Shareholding of Non Promoter-Non Public (C) = C(1) +(C)(2)	1	2,90,001	0.30
	Grand Total (A) + (B) + (C)	37,204	9,64,57,754	100

POST MERGER (BY ABSORPTION) SHAREHOLDING PATTERN OF INOX LEISURE LIMITED

Description	Post-Scheme	
Authorized Share Capital:	No. of Shares	Amount Rs.
Equity Shares of Rs.10/- each	149,050,000	1,490,500,000
Preference Shares of Rs. 10/- each	10,000	100,000
Issued, Subscribed & Paid Up Share Capital:		
Equity shares of Rs. 10/- each	96,457,754	964,577,540
Preference Shares of Rs. 10/- each	0	0
TOTAL	96,457,754	964,577,540

POST MERGER (BY ABSORPTION) SHAREHOLDING PATTERN OF INOX LEISURE LIMITED (ASSUMING CONTINUING SHAREHOLDING PATTERN AS ON 30TH JUNE, 2018)

Category Code	Category of shareholder	Number of Shareholders	Total number of Shares	Percentage
(A)	Promoter & Promoter Group:			
(1)	Indian:			
(a)	Individuals / Hindu Undivided Family	-	-	-
(b)	Central Government / State Government(s)	-	-	-
(c)	Bodies Corporate	-	-	-
(d)	Financial Institutions / Banks	-	-	-
(e)	Any Other (Specify)	-	-	-
	GUJARAT FLUOROCHEMICALS LTD	1	4,63,86,467	48.09
	INOX LEASING AND FINANCE LTD.	1	5,87,461	0.61
	Sub Total (A) (1)	2	4,69,73,928	48.70
(2)	Foreign	-	-	-
	Sub Total (A) (2)	2	4,69,73,928	48.70
	Total Shareholding of Promoter and Promoter Group (A) = (A) (1)+ (A) (2)	2	4,69,73,928	48.70
(B)	Public Shareholding	37,201	4,91,93,825	51.00
(C)	Non Promoter-Non Public Shareholding:			
(C)(1)	Shares underlying DRs	-	-	-
(C)(2)	Shares held by Employee Trust	1	2,90,001	0.30
	Total Shareholding of Non Promoter-Non Public (C) = C(1) +(C)(2)	1	2,90,001	0.30
	Grand Total (A) + (B) + (C)	37,204	9,64,57,754	100

SWANSTON MULTIPLEX CINEMAS PRIVATE LIMITED

PRE-MERGER SHAREHOLDING PATTERN OF SWANSTON MULTIPLEX CINEMAS PRIVATE LIMITED

Sr. No.	Full Name and Address of Shareholders	Folio No./ DP ID/ Client ID	No. of shares
1	INOX Leisure Limited (Demat)	IN300484/ 11817876	2029922
2	INOX Leisure Limited (Physical) Address: 5 th Floor, Viraj Towers, Next to Andheri Flyover, Western Express Highway, Andheri (East), Mumbai – 400092	21	72
3	Daizy Lal as a Nominee of INOX Leisure Limited Address: F 2 701 Poonam Kunj , Poonam Nagar, Andheri East, Mumbai 400093	22	1
4	Rajiv Patni as a Nominee of INOX Leisure Limited Address: B3 503, Uniworld City Sec 30, 41, Gurgaon Haryana 122001 Hr In	23	1
5	Hiten Bhatt as a Nominee of INOX Leisure Limited Address: 102, Aalay Apartments, Amin Party Plot Road Gotri, Vadodara - 390021	24	1
6	Jatin Gosalia as a Nominee of INOX Leisure Limited Address: 119/5 1st Floor Jivan Lila, Jain Society Road No 24A, Sion West, Mumbai - 400022	25	1
7	Nakul Jain as a Nominee of INOX Leisure Limited Address: Flat No 9 Wing A 3rd Flr Udar , Goregaon Co op Hsg Soc Ltd, Ajanta Bldg S V Rd Goregaon W, Mumbai - 400062	26	1
8	Miket Shashikant Bahuva as a Nominee of INOX Leisure Limited Address: A-6, New Sunita Park, Sodawala Lane, Borivali West, Mumbai – 400 092	27	1
	Total		2,030,000

POST MERGER (BY ABSORPTION) SHAREHOLDING PATTERN OF SWANSTON MULTIPLEX CINEMAS PRIVATE LIMITED

Since Transferor Company is a wholly owned subsidiary of Transferee Company and the entire paid up share capital of Transferor Company is held by the Transferee Company and its nominee, as a result of the proposed Merger (By Absorption), the shares of Transferor Company held by Transferee Company will stand cancelled and there shall be no issuance of shares or payment of any consideration by Transferee Company to the shareholders of Transferor Company.



INOX LEISURE LIMITED

Regd. Office: ABS Towers, Old Padra Road, Vadodara 390 007, Gujarat, India

Tel.: +91 (265) 6198 1111 Fax : +91 (265) 231 0312

Website : www.inoxmovies.com email investors@inoxmovies.com

CIN No.: L92199GJ1999PLC044045

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL BENCH, AT AHMEDABAD

CA (CAA) NO. 79/230-232/NCLT/AHM/2018

In the matter of Companies Act, 2013;

AND

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 as amended and including any statutory modifications(s) or re-enactment(s) thereof;

AND

In the matter of Scheme of Amalgamation (Merger by Absorption) of

SWANSTON MUTIPLEX CINEMAS PRIVATE LIMITED

("Transferor Company")

WITH

INOX LEISURE LIMITED

("Transferee Company")

AND THEIR RESPECTIVE SHAREHOLDERS

INOX LEISURE LIMITED

}

(CIN: L92199GJ1999PLC044045)

}

A Listed Company incorporated under the provisions of the

}

Companies Act, 1956 having its Registered Office at ABS Towers,

}

Old Padra Road, Vadodara – 390 007, Gujarat, India.

}.....Applicant Company

EQUITY SHAREHOLDERS

WHICH INCLUDES PUBLIC SHAREHOLDERS

FORM OF PROXY

[As per Form MGT -11 and Pursuant to Section 105(6) of the Companies Act, 2013 and Rule 19 (3) of the Companies (Management and Administration) Rules, 2014]

Name of member(s):			
Registered address:			
Email id:			
Folio No./ Client id:		DP ID:	

I/We being a member (s) of _____ shares of the above named company, hereby appoint:

1.	Name			
	Address			
	Email id:		Signature	

Or failing him:

2.	Name			
	Address			
	Email id:		Signature	

Or failing him:

3.	Name			
	Address			
	Email id:		Signature	

as my/our proxy, to act for me/us at the meeting of the Equity Shareholders of the Applicant Company to be held at Maple Hall, Hotel Express Residency, 18/19, Alkapuri Society, Vadodara – 390 007, Gujarat, India, on Friday, 31st day of August 2018 at 11.00 a.m., for the purpose of considering and, if thought fit, approving, with or without modification(s), the arrangement embodied in the Scheme of Amalgamation (Merger by Absorption) ('the Scheme') between Swanston Multiplex Cinemas Private Limited, the Transferor Company and INOX Leisure Limited, the Transferee Company and their respective shareholders and at such meeting, and at any adjournment or adjournments thereof, to vote, for me/us and in my/our name(s) _____ (here, if 'for', insert 'FOR', if 'against', insert 'AGAINST', and in the later case, strike out the words below after 'the Scheme') the said arrangement embodied in the Scheme, either with or without modification(s)*, as my/our proxy may approve. (*Strike out whatever is not applicable)

Signed this _____ day of _____ 2018

Affix
revenue
stamp

Signature of shareholder (s)

Signature of first proxy holder

Signature of second proxy holder

Signature of third proxy holder

Note:

1. The form of proxy must be deposited at the registered office of INOX Leisure Limited at ABS Towers, Old Padra Road, Vadodara – 390 007 Gujarat, India, at least 48 (forty-eight) hours before the scheduled time of the commencement of the said meeting.
2. All alterations made in the form of proxy should be initialed.
3. Please affix appropriate revenue stamp before putting signature.
4. In case of multiple proxies, the proxy later in time shall be accepted.
5. Proxy need not be a shareholder of INOX Leisure Limited.
6. No person shall be appointed as a proxy who is a minor.
7. The proxy of a shareholder, blind or incapable of writing, would be accepted if such shareholder has attached his signature or mark thereto in the presence of a witness who shall add to his signature his description and address, provided that all insertions in the proxy are in the handwriting of the witness and such witness shall have certified at the foot of the proxy that all such insertions have been made by him at the request and in the presence of the shareholder before he attached his signature or mark.
8. The proxy of a shareholder who does not know English would be accepted if it is executed in the manner prescribed in point no. 7 above and the witness certifies that it was explained to the shareholder in the language known to him, and gives the shareholder's name in English below the signature.



INOX LEISURE LIMITED

Registered Office :	ABS Towers, Old Padra Road, Vadodara – 390 007. Telephone: 0265 6198111 Fax: 0265 2310312 Website: www.inoxmovies.com Email ID: investors@inoxmovies.com
CIN	L92199GJ1999PLC044045

**EQUITY SHAREHOLDERS
WHICH INCLUDES PUBLIC SHAREHOLDERS
ATTENDANCE SLIP**

PLEASE COMPLETE THIS ATTENDANCE SLIP AND HAND OVER AT THE ENTRANCE OF THE MEETING HALL

MEETING OF THE EQUITY SHAREHOLDERS HELD ON FRIDAY THE 31ST DAY OF AUGUST 2018 AT 11.00 A.M.

I/We hereby record my/our presence at the meeting of the Equity Shareholders of INOX Leisure Limited, the Applicant Company, convened pursuant to the order dated 20th day of July 2018 of the National Company Law Tribunal, Bench at Ahmedabad, held at Maple Hall, Hotel Express Residency, 18/19, Alkapuri Society, Vadodara – 390 007 on Friday, the 31st August, 2018, at 11:00 a.m.

I certify that I am a registered shareholder/proxy for the registered shareholder of the Company.

Sr. No. :

Member's Name and Address details	
Signature	
DP ID*	
Client ID*	
Folio No.	
No of Shares	

Name of the Proxy	
Signature	

Notes:

- Equity Shareholders attending the meeting in person or by proxy or through authorised representative are requested to complete and bring the Attendance slip with them and hand it over at the entrance of the meeting hall.
- Equity Shareholders who come to attend the meeting are requested to bring their copy of the Scheme with them.
- Equity Shareholders who hold shares in dematerialized form are requested to bring their client ID and DP ID for easy identification of attendance at the meeting.
- Equity Shareholders are informed that in case of joint holders attending the meeting, only such joint holder whose name stands first in the Register of Members of INOX Leisure Limited in respect of such joint holding will be entitled to vote.

Route Map for the Venue of the Annual General Meeting

